

Department of Defence Production

Request for Empanelment (RFE) of  
Event & Multimedia Management  
Agencies



रक्षा उत्पादन विभाग

DEPARTMENT OF  
**DEFENCE PRODUCTION**

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South Block  
New Delhi - 110001

**Department of Defence Production  
South Block, New Delhi - 110001**

**REQUEST FOR EMPANELMENT (RFE) OF EVENT & CREATIVE  
MANAGEMENT AND AUDIO VISUAL AGENCY FOR DEPARTMENT OF  
DEFENCE PRODUCTION**

The Department of Defence Production (DDP) was set up in November 1962 with the objective of developing a comprehensive production infrastructure to manufacture the weapons/systems/platforms/equipment required for defence. Over the years, the Department has established wide ranging production facilities for various defence equipment through the Ordnance Factories and Defence Public Sector Undertakings (DPSUs). The products manufactured include arms and ammunition, tanks, armoured vehicles, heavy vehicles, fighter aircraft and helicopters, warships, submarines, missiles, ammunition, electronic equipment, earth moving equipment, special alloys and special purpose steels. The Department of Defence Production is headed by a Secretary and deals with matters pertaining to defence production, indigenisation of imported stores, equipment and spares, planning and control of departmental production units of the Ordnance Factory Board and Defence Public Sector Undertakings (DPSUs).

With the objective of achieving self-reliance in defence production, the Ordnance Factories and DPSUs have been continuously modernizing and upgrading their capabilities and widening their product range. A large number of major products have been developed through in-house research and development initiatives in addition to a number of products and equipment being produced through transfer of technology.

To provide a platform for the Indian Defence Industry to showcase its capabilities, DDP organizes two biennial International exhibitions in India, namely Aero India and Defexpo India. While Aero India is dedicated to aerospace and aviation industry, focus of Defexpo India is on land and naval systems.

Department of Defence Production (DDP) invites RFE from reputed Agencies for Event & Multimedia Management for empanelment (hereinafter referred to as "Agency") for the Department of Defence Production for the following nature of work :-

<b>Category</b>	<b>Nature and Scope of work</b>
Event & Multimedia Management	Organize various events throughout the year for DDP and design advertisements, hoardings for organizing events, make films, documentaries, graphical presentations, etc. The DDP anticipates to conduct 04-05 of the following events:- (a) Hon'ble Round Table Conference (b) Innovation (iDEX) promotion event.

	<p>(c) Make in India initiatives in Defence (d) Promotional/Awareness building event for newly announced policies/initiatives.</p> <p><b>It does not include Aero India and Defexpo organized by the Department of Defence Production.</b></p>
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Please go through the full document available at [www.ddpmod.gov.in](http://www.ddpmod.gov.in).

1. The Applicants are required to submit only one application (RFE response) for above category.
2. Details on the services to be provided are mentioned in the Scope of work in this document.
3. Applicants eligible as per qualifying conditions will be short listed through an evaluation process captioned in the Section IV of detailed document.
4. Proposal must be submitted at the Department of Defence Production (DDP), New Delhi office in one sealed envelope marked as "Application for the Empanelment of Agencies," for 'Department of Defence Production' as explained in 3.5 of the RFE document. The name and contact details of the firm should be on all the envelopes.
5. The sealed envelope should reach by **11.09.2020 before 1700** hours by post on the following address or be dropped in the tender box placed at the gate No.1 of Sena Bhawan, New Delhi. The quotations received after closing date will not be entertained :-

**Under Secretary (Gen/DDP)**  
**Department of Defence Production**  
**Room No. 253-A, 'B' wing, Sena Bhawan,**  
**New Delhi 110001.**  
**Tel : 23011114**  
**e-Mail ID: [harish.upadhayay@nic.in](mailto:harish.upadhayay@nic.in)**

6. Firms may contact Under Secretary (Gen/DDP), Department of Defence Production, Room No. 253-A, 'B' Wing, Sena Bhawan, New Delhi-110001, for any clarification on the RFE before 31.08.2020 by post or email [harish.upadhayay@nic.in](mailto:harish.upadhayay@nic.in)
7. Department of Defence Production (DDP) reserves the right to reject any or all of the responses to this RFE without assigning any reason. Department of Defence Production (DDP) takes no responsibility for delay, loss or non-receipt of response to RFE.
8. On the basis of scores given by the Committee, it is envisaged to empanel firms for the services as per scope of work listed under "2.4" of this RFE.

**Important dates:**

<b>S No.</b>	<b>Activity</b>	<b>Date</b>
1.	Pre-Bid Meeting	26.08.2020
2.	Last date for submission of written queries (email or post only)	31.08.2020
3.	Release of responses to clarifications	04.09.2020
4.	Last date for submission of RFE	11.09.2020
5.	Date for Shortlisted agencies based on eligibility criteria and also publishing the shortlisted name on the website <a href="http://www.ddpmod.gov.in">www.ddpmod.gov.in</a>	To be informed subsequently.
6.	Technical presentation and selection for empanelment	To be informed subsequently.

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## SECTION I: BACKGROUND

The Department of Defence Production (DDP) was set up in November 1962 with the objective of developing a comprehensive production infrastructure to produce the weapons/systems/platforms/equipment required for defence. Over the years, the Department has established wide ranging production facilities for various defence equipment through the Ordnance Factories and Defence Public Sector Undertakings (DPSUs). The products manufactured include arms and ammunition, tanks, armoured vehicles, heavy vehicles, fighter aircraft and helicopters, warships, submarines, missiles, ammunition, electronic equipment, earth moving equipment, special alloys and special purpose steels. The Department of Defence Production is headed by a Secretary and deals with matters pertaining to defence production, indigenization of imported stores, equipment and spares, planning and control of departmental production units of the Ordnance Factory Board and Defence Public Sector Undertakings (DPSUs).

With the objective of achieving self-reliance in defence production, the Ordnance Factories and DPSUs have been continuously modernizing and upgrading their capabilities and widening their product range. A large number of major products have been developed through in-house research and development initiatives in addition to a number of products and equipment being produced through transfer of technology.

Department of Defence Production (DDP) intends to empanel a limited number of reputed Event & Multimedia Management Agencies for organizing Workshop/Meetings/Seminar/ MICE, plan and execute Information, Education, Communication (IEC) campaigns and other activities at the national level and Make Films, Documentaries, Graphical presentations, etc.,

The Event & Multimedia Management Agencies would require to organize various events throughout the year for DDP and design advertisements, hoardings for organizing events, make films, documentaries, graphical presentations, etc. The DDP anticipates to conduct 04-05 of the following events (not all inclusive):-

- (a) Hon'ble Ambassadors' Round Table Conference
- (b) Innovation (iDEX) promotion event.
- (c) Make in India initiatives in Defence
- (d) Promotional/Awareness building event for newly announced policies/initiatives.
- (e) Atamirbhar Bharat/Export Promotion Event.

The Empaneled agencies will execute the work under the guidelines specified herein for the target group mentioned in para 2.2 of this RFE document.

- (f) Virtual Seminar/Conference/Round-table

## SECTION II: CAMPAIGN REQUIREMENT

### 2.1 Purpose

Effective communication is the key to the successful design and delivery of Government initiatives/projects and services.

Awareness and Communication programs help program managers 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 behavior of all concerned in the desired direction. An effective awareness and communication program results in changes in the attitude and habits of the people.

To carry out the tasks of various activities and future campaigns under Department of Defence Production, services of event management & creative agencies are sought from experienced firms as per the detailed scope of work defined in the para 2.4 below.

### 2.2 Target Audience /Stakeholders

- Citizens (especially Youth & Students)
- Entrepreneurs/ Innovators
- Government Departments both at Centre & State
- Defence and civil industry
- Academic Institutions
- Industry Bodies
- Embassies/Foreign Delegates.

### 2.3 Objectives

- 1) Effectively create and deliver the message to all stakeholders mentioned above.
- 2) Expand visibility of Department of Defence Production & its initiatives by way of effective branding across various platforms with special focus on new digital media and public interface touch points.
- 3) To create the messages of Defence Production initiatives across various communication platform and to establish credibility of message by ensuring a value proposition
- 4) Sustained connection with people by identifying and engaging serious stakeholders at various level
- 5) Communication in vernacular languages as far as possible

**2.4 Scope of Work:** The Scope of work for the empanelled agencies is defined in Annexure-I. Any other work related to corporate publicity, media campaign, printing etc. will also be forming part of the scope as decided from time to time.

### 2.5 Event & Multimedia Management Agency's role:-

- (i) Create Message of Department around its vision areas – indigenization of defence imports, Make-in-India initiative, facilitation of startups and innovations, promote exports,



- (ii) attracting investment and technology through offsets etc.
- (iii) Branding of Department, its initiatives and events:
  - Overall branding across all mediums.
- (iv) To design creative in multiple languages for various media as per the requirement of Department of Defence Production (DDP).
- (v) Information, Education and Communication (IEC), including but not limited to following activities:-
  - Conceptualization, designing, scripting, and development of Information, Education and Communication materials Outdoor Media :
    - Hoardings, banners, bus/train panels, bus shelters, panels & posters in metro rail and metro stations, railway stations and airports, illuminated signage, wall paintings, display panels etc.
  - Suggest and design collaterals
  - Innovative proposals for educating citizens about the various initiatives of the Department
- (vi) To effectively organize various domestic events of the Department of Defence Production as and when the requirement comes up.
- (vii) The broader scope of work for agency for event management including but not limited to the following activities :
  1. Organizing Events/Conferences/Meetings equipped with projection systems along with display panels having interface for PowerPoint presentations and for audio/video demonstrations, RF mikes for the participants, wireless translation equipments.
  2. Equipment: Computers, with proportionate heavy duty printers/photocopiers, scanners, laptops for PowerPoint presentations, screens in the halls, plasma screen in the Plenary Hall, Public Address system in the Pre-Function areas, meeting display system (like in airports), fax machines, telephones, VHF transmitters to main officers inside venue (if mobile phone use is to be restricted). The equipment is required on need basis.
  3. Printing including digital printing, electrostatic printing, embossing, letterpress, offset lithography, screen printing. Printing of invitation cards for various functions and social occasions, conference note pads, information booklets about the Summit/Conference, telephone directories, parking labels for various venues, mini booklets for programs, files/folder covers, letter heads, delegate's bags/folders etc.
  4. Preparation of documents from information generated before, during and after the conference/meetings. Documents will include Summit papers/drafts, declarations of previous Summits, important conventions, declarations, etc. from UN, regional organizations bearing on the Summit Conference documents, papers moved in the meetings, etc. provision for ledger, bond papers

5. Delegate-kits/bags for delegates/participants comprising notepad, conference labeled pen, conference labeled pen drive, booklets on tourism, souvenirs, embossed business card holder, conference booklets. The agency shall be responsible for coordination, production and dissemination all publicity material and collaterals.
6. Arranging transport and logistics for delegates with provision of cars, mini bus and buses, as the case may be. The quality of vehicles and staff should be commensurate with the international stature of the event.
7. Facilitating the creation, administration and processing (preferably ICT based) of feedback forms from the conference participants.
8. End to end invitee management including printing of cards, inviting the participants for various events and workshops, follow-up, maintaining the invitee database.
9. Stage Management, Help Desks with English speaking trained receptionists, Anchors, registration desk with laptops, country-wise mailboxes. Provision of Graduate, English speaking Liaison Officers. Provision for ushers, escorts, qualified laptop operators, car hailers, messenger boys, office boys, photocopy coordinators, etc. An advance help-desk (for handling email, phone, and postal queries/ assistance sought) should be set up as one of the very first deliverables and at the earliest in the months up to actual event.
10. Creating backdrops and signage at Conference venue, airports, various points in the city, flags, welcome arches on approach roads.
11. Planning and organizing cultural events and excursion for delegates.
12. Mechanism of accreditation/access control/categorization of delegates/providing badges, provision of self-registration automated machines.
13. Management of online website with a user friendly interface, using the recommended content management system. Online registration process should be managed through the website. Regular updates would to be posted on website.
14. Organizing press conferences, press release and media coverage of the conference.
15. To provide regular inputs to the social media team of DDP for dissemination of conference news through social media, before and during the conference.
16. Photography and videography of the Conferences.
17. To provide, manage and oversee the simultaneous interpretation systems, if needed.

18. Other tasks required, subject to the merging necessity and available resources.
19. Various infra- and logistics related activities to be coordinated on behalf of DDP by the event management agency, which should act as DDP's coordinator
  - (a) TV Commercials, short films, projects, value added components/features.
  - (b) Documentaries, Radio Jingles, TV/Radio Spots.
  - (c) Flash/Graphical presentation.

## **SECTION III: ELIGIBILITY CRITERIA**

### **3.1 General Eligibility**

The RFE can be responded to only by incorporated firm/business entities under the Acts given below or Sole Proprietorship Firm with at least 4 years in business and have their registered/Head office/branch office in Delhi/NCR.

The business entity must be incorporated under any of the following Acts - The Partnership Act, 1932 or the Limited Liability Partnership Act 2008 or the Companies Act 2013. Along with the General Eligibility criteria, prescribed herein, the Respondent has to satisfy the following qualification criteria for empanelment.

### **3.2 Qualification Criteria\***

The minimum qualifying requirements are stipulated below. (An agency not meeting anyone of the following criteria would be summarily rejected and would not be considered for evaluation).

#### **Financial Criteria:-**

1. The agency should have minimum audited annual turnover of Rs. 20.00 crores for the last three financial years each. Audited financial statements and CA certificate to be attached.
2. The agency should have a minimum billing of Rs. 10.00 crores of Government Client/Govt. departments/Central, State PSUs in each of the last three financial years, excluding the current financial year.

#### **Technical Criteria:-**

3. The agency should have a full-fledged office in Delhi/NCR for past five years with sufficient full-time staff including minimum 3 creative professionals.
4. The agency should have executed assignments of organizing events involving designing & publication of advt. campaign, corporate brochures, exhibitions and preparation of corporate/ documentary film etc.
5. The agency should have valid registration Numbers under GST and Permanent account Number (PAN) under Income Tax.

The details of documentary proof in this regard are to be submitted in along with the offer document in the format enclosed at Form-II. Documents related to each of the above qualifying criteria should be Very Clearly marked separately with stickers/ flag/super scribed.

**Note:** In case of the discovery at any stage about false information and submission of fake/tampered documents in support of the above or suppression of facts, the bid shall be rejected and empanelment, if already done with DDP shall be cancelled. In such a

case, DDP reserves the right to blacklist such agency for a period as per its own discretion.

### 3.3 Other Information/Scope of work

3.3.1 The agencies may be required to interact with other line Ministries/Departments of Central/State Government as and when required.

3.3.2 The client servicing team of the agency must be available to Department of Defence Production (DDP) office, New Delhi as and when required by Department of Defence Production (DDP).

### 3.4 Earnest Money Deposit

The applicant is required to submit EMD in the form of a Bank Guarantee valid for one year or Demand Draft (DD) in favour of DEPARTMENT OF DEFENCE PRODUCTION (DDP) of amount of Rs. 5,00,000/-.

EMD will be kept in envelope with the cover letter. Application without EMD will be rejected. EMD shall be returned after selection process is over except for the selected agencies.

### 3.5 Instructions to Applicants

The agency shall submit following documents (only in A-4 size) along with offer documents :

1.	Proposal for empanelment	Form I
2.	Qualifying Requirements for empanelment of Agency	Form II
3.	Particulars for empanelment of Advertising Agencies	Form III
4.	Agency profile	
5.	<b>Assignment-1</b>	
6.	<b>Assignment-2</b>	
7.	<b>Assignment-3</b>	

All documents must be properly marked. The response to RFE should be submitted in one hard copy (signed on every page).

### 3.6 Disqualification

Department of Defence Production (DDP) 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) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (iii) 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;

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

### 3.7 Important Dates:

S No.	Activity	Date
1.	Pre-Bid meeting	26.08.2020
2.	Last date for submission of written queries (email or post only)	31.08.2020
3.	Release of responses to clarifications	04.09.2020
4.	Last date for submission of RFE	11.09.2020
5.	Date for Shortlisted agencies based on eligibility criteria and also publishing the shortlisted name on the website <a href="http://www.ddpmod.gov.in">www.ddpmod.gov.in</a>	To be informed subsequently.
6.	Technical presentation and selection	To be informed subsequently.

## SECTION IV- EVALUATION AND EMPANELMENT PROCEDURE

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

### 4.1 Evaluation process:

The process of empanelment will be done in three phases. (Details at Annexure-II)

**1<sup>st</sup> stage** - Scrutiny for qualifying criteria will be done at the 1<sup>st</sup> stage. This will be a filtering process. The agencies which qualify in this stage will only move to 2<sup>nd</sup> stage. Any agency not meeting anyone criteria as advertised would be summarily rejected and would not be considered for evaluation.

**2<sup>nd</sup> Stage** - Evaluation of offer documents of qualified agencies which is in terms of corporate strength and media experience is the second stage of selection process. Out of the total agencies who qualify for the 2<sup>nd</sup> stage, agencies fulfilling corporate strength & media experience will be shortlisted for evaluation of the creative competence at the 3<sup>rd</sup> stage. However, the marks obtained by these agencies for corporate strength and media experience will be added in the marks obtained in the 3<sup>rd</sup> stage evaluation for final selection of the agencies.

**3<sup>rd</sup> Stage evaluation** - A committee of senior officers will evaluate the creative competence as per evaluation criteria given in Annexure-II. The evaluation of creative competence is the third and final stage of evaluation process. After evaluation of this stage, a list of advertized agencies will be finalized.

\* For information on various initiatives of DDP, please visit [www.ddpmod.gov.in](http://www.ddpmod.gov.in)

### 4.2 Empanelment

4.2.1 Agencies shortlisted for empanelment will be required to sign an agreement with Department of Defence Production (DDP), accepting the terms and conditions laid down by Department of Defence Production (DDP) (as given under Annexure IV). After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

### 4.3 Allocation of Work

i. The empanelled agencies will be required to provide services to DDP. In the event of specific event and /or launch of a media campaign, DDP reserves the right to contact any/all empanelled agencies to develop/submit creative. DDP reserves the right to distribute the selected creative so developed either to DAVP or amongst one or more agencies for further releases of the same to the media. Any avoidance/denial/delay in services will be treated as serious failure based on which termination of empanelment may be carried out.

- II. Charges for jobs other than press advertisement like printing, exhibitions, hoardings, video-film, preparing commercials/TV/Radio spots, etc., will be decided on competitive bidding basis/selection process.
- III. Bill for advertisement releases should invariably be supported by copies of the bills from newspapers/magazines, DAVP/other rate cards, voucher copies and other relevant bills in triplicate. Payment will be made in each case after verifying these documents.
- IV. The agencies will not be paid for translation of material in English to Hindi or to any other Indian languages, if required (in case advt. is being released through the agency).
- V. For all advertisements including tenders in newspapers, no charges will be paid for design and supply of artwork/photocopies. (in case advt. is being released through the agency).
- VI. The agency will not be paid for creative and designs in case the advt. Campaign is launched/released through them. However, in case the advt. Campaign is launched/released through DAVP or other agency, cost of selected creative advt. will be paid on DAVP rates depending upon creativity of the job executed. In all the cases, the copyright of creative (once submitted to DDP) will be with DDP and DDP have the right to use it in other campaigns etc.



## **SECTION V: GENERAL CONDITIONS**

### **5.1 Penalties**

- 5.1.1 In case of delay in execution of the assigned work by the agency, Department of Defence Production (DDP) may impose a penalty of 5% of the project value per week or part thereof for the delay (subject to maximum of 10%). may be imposed by Department of Defence Production (DDP). If the delay is beyond 2 weeks then Department of Defence Production (DDP) may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agency. Department of Defence Production (DDP) may debar and blacklist the Agency for applying in its future empanelment also. The penalty amount may be adjusted against Bank Guarantee and EMD
- 5.1.2 If any of the services performed by the Agency 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 Department of Defence Production (DDP)), negligent (such as quality of deliverables not up to the mark), non-supportive attitude of the Agency (such as non-engagement of adequate resources in the prescribed time frame), and Department of Defence Production (DDP) decides to abort the contract because of such failure, then a sum up to 50% of the value of the whole order shall be recovered from the Agency. This shall be without prejudice to other remedies available under law and this agreement with Department of Defence Production (DDP).

### **5.2 Performance Bank Guarantee (PBG)**

The successful empanelled agency shall at its own expense deposit with Department of Defence Production (DDP), within 3 (three) days of the date of a work order an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank in the form of Fixed Deposit Receipt (FDR) with lien marked to DEPARTMENT OF DEFENCE PRODUCTION (DDP), New Delhi against advance payment for any assigned work not exceeding 30% of the total work order value. The PBG will be payable on demand, for the due performance and fulfillment of the work and be valid beyond 1 (one) month of completion of specific work.

### **5.3 Periodic Review**

The performance of the empanelled agencies will be subject to continuous reviews. Agencies showing poor performance and service will be warned and serious action, including termination may follow. At any stage, the decision of DDP will not be open to question and will be treated as final. Performance and services of Agencies would be reviewed from time to time. Further continuation of the services, thereafter, shall depend upon the satisfactory performance during the period under review. DDP reserves the right to terminate the services of any agency by one month notice at any time without assigning any reason whatsoever. DDP also reserves the right to terminate the empanelment of any agency without issuing a warning. DDP also reserves the right to extend the duration of empanelment on yearly basis upto two additional years depending on the performance and services of the agencies.

## **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:

### **6.1 Nativity**

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

### **6.2 Relationship**

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "Department of Defence Production (DDP)" and the "applicant". No partnership shall be constituted between Department of Defence Production (DDP) 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.
- 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.

### **6.3 Right to rejection and Right to annulment**

Department of Defence Production (DDP) 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.

### **6.4 No obligation**

Empanelment with Department of Defence Production (DDP) does not guarantee that any or all applicants shall be awarded any project / assignment as a result of this empanelment.

### **6.5 Fraud and Corruption**

Department of Defence Production (DDP) 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:

Department of Defence Production (DDP) will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by Department of Defence Production (DDP) 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 Department of Defence Production (DDP) 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 Department of Defence Production (DDP), 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 Department of Defence Production (DDP) of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on, or changing 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 Department of Defence Production (DDP), designed to establish prices at artificial, non-competitive levels.\

Department of Defence Production (DDP) 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.

#### **6.6 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. The applicants should submit undertaking to this effect along with their proposals for empanelment.

#### **6.7 Governing Language**

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

#### **6.8 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.

#### **6.9 Jurisdiction of Courts**

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

### **6.10 Frequency of Empanelment Process**

Department of Defence Production (DDP) shall empanel agencies for one year. The empanelment duration may be extended by two years (one year at a time), at the sole discretion of Department of Defence Production (DDP) on same terms & conditions.

### **6.11 Advertising and Promotion**

The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by Department of Defence Production (DDP) from time to time.

### **6.12 Indemnity**

The applicants will indemnify Department of Defence Production (DDP) against any misuse of Department of Defence Production (DDP) Name and Logo. For any misuse of Department of Defence Production (DDP) name and logo, the applicant themselves will be held responsible. Department of Defence Production (DDP) will take necessary legal and other actions for such cases. Department of Defence Production (DDP) 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.

### **6.13 Termination / Withdrawal**

- a. Without prejudice to any other right or remedy it may have, DDP may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b. Department of Defence Production (DDP) 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's organization
  - (ii) Information provided to Department of Defence Production (DDP) is found to be incorrect;
  - (iii) Empanelment conditions are not met within the specified time period; Misleading claims about the empanelment status are made
  - (iv) Clear evidence is received that empanelled agency has breached copyright laws/ plagiarized from another source;
- c. If the agency does not execute the contract to the satisfaction of the Department of Defence Production (DDP) then the Department of Defence Production (DDP) may invoke any or all of the following clauses:
  - (i) Forfeit the Performance Guarantee Amount
  - (ii) Terminate the contract without any liability of Department of Defence Production (DDP) towards the empanelled agency.

### **6.14 Only one application**

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

### **6.15 Amendment**

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

### **6.16 Disclaimer**

This RFE is not an offer by the Department of Defence Production (DDP), but an invitation to receive responses from eligible interested applicants as Event & creative, Workshop/Seminar/ Meeting/ Incentive Conferences & Exhibitions and Audio & Visual agencies for the Department of Defence Production (DDP). The Department of Defence Production (DDP) will empanel limited applicants who fulfill the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

- (i) 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 fulfill the mandatory eligibility criteria. In case, information required by Department of Defence Production (DDP) is not provided by applicant, Department of Defence Production (DDP) 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 the RFEs.

### **6.17 Binding Clause**

All decisions taken by the Department of Defence Production (DDP) regarding this contract shall be final and binding on all concerned parties.

### **6.18 Responsibility**

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

### **6.19 Agency's Obligations**

- a. The Agency is obliged to work closely with the Department of Defence Production (DDP)'s staff, act within its own authority and abide by directives issued by the Department of Defence Production (DDP).
- b. The Agency will abide by the job safety measures prevalent in India and will free the Department of Defence Production (DDP) 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 Department of Defence Production (DDP) responsible or obligated.

- c. The Agency is responsible for managing the activities of its personnel or sub- contracted personnel and will hold itself responsible for any misdemeanor.
- d. The Agency will treat as confidential all data and information about the Department of Defence Production (DDP), 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 Department of Defence Production (DDP).

## SECTION VII: SPECIFIC TERMS AND CONDITIONS

- 7.1 Department of Defence Production (DDP) will have right to de-empanelment of any agency without assigning any reason whatsoever. Department of Defence Production (DDP) also reserves the right to modify the terms and conditions of empanelment.
- 7.2 The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Department of Defence Production (DDP)'s interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- 7.3 The agency 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 Department of Defence Production (DDP)'s discretion.
- 7.6 Artwork/ Commercial once selected will be the property of Department of Defence Production (DDP) 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 Department of Defence Production (DDP). The agency cannot use the concept, artwork for other clients once Department of Defence Production (DDP) selects it.
- 7.7 Department of Defence Production (DDP) reserves the right to make necessary modification to the selected artwork, concept, etc.
- 7.8 Department of Defence Production (DDP) reserves the right for rejection of any/all applications without assigning any reason whatsoever. All decisions taken by Department of Defence Production (DDP) would be final and no further representation in this regard will be entertained.
- 7.9 Department of Defence Production (DDP) also reserves the right to employ any agency outside of the list of empanelled agencies.
- 7.10 Payment shall be released to the agency on successful completion of the job assigned to the satisfaction of the competent authority in the Department of Defence Production and submission of the pre-receipted bills as per rates decided in advance.

(On letter head of Event & Multimedia Agency)  
(To be submitted in hard copy)

FORM-I

PROPOSAL FOR EMPANELMENT

FROM :

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject: Empanelment of Event and Multimedia Agencies for DDP**

Sir,

I/We \_\_\_\_\_ agency enclose our Proposal for selection of my/our firm for Empanelment.

Yours faithfully,

Signature: \_\_\_\_\_

Mobile: \_\_\_\_\_

e-mail: \_\_\_\_\_

Full Name: \_\_\_\_\_

(in capital letters)

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

(Authorized Representative)

Telephone No. \_\_\_\_\_

Note:- This authority letter from the competent authority i.e. CMD/MD/Chairman for signing the proposal document on behalf of the applying advt. agencies, is to be enclosed. Stamp impression must show the Name, Designation, Office etc.



**Qualifying Requirements for Empanelment of Event & Multimedia Agencies**

(To be submitted by agencies in the following order on their letter heads in hard copies)

1. Minimum annual turnover for the last three consecutive years should be at least Rs. 20.00 crores each (Rupees twenty crores only) and Rs. 10.00 crores (Rupees ten crores only) each from Govt. Clients/Govt. Depts, Central, State, PSUs including ESIC

Rupees in crores.(i) Total Billing

a) 2017-18

b) 2018-19

c) 2019-20

(submit in hard copy of certificate from chartered Accountant)

Rupees in crores.

## (ii) Total Billing

(in Govt. Clients/ Govt. Depts/ Central, State, PSU including ESIC)

a) 2017-18

b) 2018-19

c) 2019-20

(Submit in hard copy of certificate from chartered Accountant)

2. Name of the Agency

A. (a) Address of Delhi/NCR office (Please attach telephone bill/electricity bill etc. as confirmation certificate of the address)

Tel. Nos. :

Fax No. :

E-mail :

(b) Name of the contact person at Delhi/NCR (with designation)

Tel. Nos. :

Fax No. :

E-mail :

Mobile No.:

(c) Furnish detailed information on the infrastructure available in Delhi/NCR Office:

(d) Total No. of persons working in Delhi/NCR Office.

Details of full-time staff including 3 creative professionals

Sl.No.	Name	Designation	Telephone No.			E-mail Address
			Office	Residence	Mobile	
1.						
2.						
3.						

4.						
5.						

- B. Full address of the Registered office and Head office with name of in-charge (Please attached latest telephone bill, electricity bill etc. as confirmed certificate of the address)
- C. Furnish detailed information on the infrastructure available in the Branch offices.
- D. Year of Establishment (**Submit hard copies of the following documents**)  
 Legal status of agencies (Proprietor/Partnership/Private Ltd./ Public Ltd.  
 Copy of Partnership Deed/Certificate of Incorporation/Registration required.
5. Please provide information on the following works based on which the agency is seeking qualification (attach Work orders and / or other documentary proof in support)

Submit your two best Govt. Event Management & Media Campaign designed and published (scanned copies in a-4 size)

Attach two of your best samples each of Corporate Brochure, house Journal, (only those which are of A-4 size or below, otherwise colour photocopies in A-4 size)

Details of experience in producing Corporate films/documentaries/TVC/Radio Jingle, etc.

I/We hereby certify that all the particulars given above are correct and true to the best of my knowledge.

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

(in capital letters)

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

(Authorized Representative)

Seal of the company \_\_\_\_\_

Note:-

1. Authority letter from the competent authority i.e. CMD/MD/Chairman for signing the proposal document on behalf of the applying advt. agencies, is to be enclosed. Stamp impression must show the Name, Designation, Office address etc.
2. If needed, the agency can use separate sheets for explaining the above points.
3. DDP reserves the right to verify the facts given by the agency, with any authority, if required.

**(Hard copies of all the documents should be submitted in A-4 size only)**

**Particulars Required for Empanelment of Agencies**

**(To be submitted by event & multimedia agencies in the following order on their letter heads)**

1. Are you an empanelled event & multimedia agency with DDP now or were you, at any time, in the past? If so, please mention details. **(To be submitted in hard copies)**
2. Name of managing Director, Directors and top management (Separate sheet may be enclosed with Bio-data and other details). **(To be submitted in hard copies)**
3. List of reputed clients presently servicing (Public sector & Private sector to be mentioned separately). **(To be submitted in hard copies)**
4. Details of AWARDS received for campaigns launched in print media/electronic media at national level and at International level (if yes, attach copies of certificates) **[to be submitted in hard copies].**
5. Permanent Account No./GST No. **(To be submitted in hard copies)**
6. Attach a copy of Partnership Deed/Certificate of incorporation/registration. **(To be submitted in hard copy)**
7. Audited Balance Sheets, P&L Statement and Income Tax Statement filed for the FY 2017-18, 2018-19 & 2019-20 **(To be submitted in hard copies only)**
8. **A certified copy of the latest IT return, (To be submitted in hard copies)**

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_  
(in capital letters)

Designation: \_\_\_\_\_

Address: \_\_\_\_\_  
(Authorized Representative)

Seal of the company \_\_\_\_\_

**Note:-**

1. Authority letter from the competent authority i.e. CMD/MD/Chairman for signing the proposal document on behalf of the applying advt. agencies, is to be enclosed. Stamp impression must show the Name, Designation, Office address etc.
2. If needed, the agency can use separate sheets for explaining the above points.
3. DDP reserves the right to verify the facts given by the agency, with any authority, if required.

### Assignment-1

#### Empanelment of Event & Multimedia Agencies-2020 (To be submitted in hard copies only)

Prepare a display advertisement (one each in Hindi & English in A-4 size) based on the content provided below:-

( Make in India )

### Assignment-2

#### Empanelment of Event & Multimedia Agencies-2020 (To be submitted in hard copies only)

Three coloured advertisements as part of one series campaign highlighting the new initiatives/achievement of DDP during last four years (48 months) **(Submit in hard copies only)**

### Assignment-3

#### Empanelment of Event & Multimedia Agencies-2020 (To be submitted in hard copies only)

Suggest a Communication Plan for DDP for next one year, keeping in view, all the organizations/offices under the DDP and All its Stakeholders. This Communication Plan should NOT exceed three pages (A-4 size only) **(Submit in hard copies only)**

## Check List

### List of documents to be submitted for empanelment of Event & Multimedia Agencies with DDP ( To be submitted in hard copies only)

#### Form-I

1. Submit proposal for empanelment along with DD of Rs. 10,000/- towards cost of offer document.

#### Form-II

- Details of annual turn over for the last three consecutive years
- (i) Submit Certificates from chartered Accountant in respect of total billing
  - (ii) Submit Certificates from chartered Accountant in respect of total billing (in Govt. Clients/Govt. Deptts./Central/State, PSUs including ESIC)
2. Submit Agency Profile alongwith supporting documents as mentioned in the Form-II

#### Form-III

- Submit all particulars/documents as mentioned in the Form-III

#### Assignments

Assignment-1, 2 and 3 to be submitted in hard copies along with other documents, as mentioned in the offer document.

SCOPE OF WORK

The brief scope of work is follows:-

- (a) Publication/designing and release of all forms of advertisement (General & display) including Notice Inviting Tender (NIT), recruitment etc.
- (b) Institutional media campaigns and advertisement of DDP.
- (c) Designing, Printing and production of Annual Reports, Folders/Brochures/Pamphlets, Posters, House Journal, Stationeries, Greeting Cards, Visiting Cards, and other print jobs, as may be required from time to time.
- (d) Organizing events, functions of DDP and setting up stalls/pavilions/exhibition etc.
- (e) Making and release of corporate films/ documents/ TVC/Radio jingles etc.
- (f) Tableaus.
- (i) Printing of books/booklets in A-4 size, visiting cards, photocopying, set-making, spiral/perfect binding of books/booklets/ instructions, photography in the events/meetings/farewell etc. on very urgent basis.

Note:1 The DDP anticipates to conduct 04-05 of the following events, which does not include Aero India and Defexpo:-

- (a) Hon'ble Ambassadors'Round Table Conference
- (b) Innovation (iDEX) promotion event.
- (c) Make in India initiatives in Defence
- (d) Promotional/Awareness building event for newly announced policies/initiatives.

Note:2. All advertisement and publicity should be as per the instructions / guidelines issued by Bureau of Outreach and Communication, Ministry of Information and Broadcasting.

**EVALUATION SYSTEM**

**1<sup>st</sup> Stage-** Scrutiny for qualifying criteria will be done at the 1<sup>st</sup> Stage. This will be a filtering process. The agencies which qualify in this stage will only move to 2<sup>nd</sup> stage. Any agency not meeting anyone criteria as advertised in the newspapers would be summarily rejected and would not be considered for evaluation.

**2<sup>nd</sup> Stage-** Evaluation of offer documents of qualified advt. agencies which are in terms of corporate strength and media experience is the second stage of selection process. Out of the total advt. agencies who qualified for the 2<sup>nd</sup> stage, agencies fulfilling corporate strength and media experience will be shortlisted for evaluation of the creative competence at the 3<sup>rd</sup> stage. However, the marks obtained by these agencies for corporate strength and media experience will be added in the marks obtained in the 3<sup>rd</sup> stage evaluation for final selection of the agencies.

**3<sup>rd</sup> Stage evaluation-** A committee of senior officers will evaluate the creative competence as per the evaluation criteria as given below. The evaluation of creative competence is the third and final stage of evaluation process. After evaluation of this stage, a list of advertisement agencies will be finalized.

**Evaluation Criteria**

**A. Corporate Strength - Marks 20**

**Sub-parameters**

1. Annual turnover:
2. No. of Employees in Delhi Office:
3. No. of Branch Offices:
4. Infrastructure available in Delhi Office

**B. Media Experience - Marks 20**

**Sub-parameter**

1. Advertisements campaigns handled
2. Designing of Corporate brochure, and house Journal,
3. National/International Exhibitions organized and Tableaus fabricated
4. Experience in producing documentaries/corporate films/TVC/Radio jingle etc.

**C. Creative Competence (Marks 60)**

Submit the following:

- (1) Fresh advertisements in colour (one each in English & Hindi) -Marks 20  
See Assignment-1 for content and conditions
- (2) Three coloured ads as part of one series campaign Marks 30  
See Assignment-2 for content and condition
- (3) Communication Plan for DDP for next one year -Marks 10  
See Assignment-3

**Total: Marks-100**

**(All the documents should be submitted in A-4 size only)**

**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 Department of Defence Production (DDP) to inspect my records to ascertain the above facts.
- iii. I permit Department of Defence Production (DDP) to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by Department of Defence Production (DDP), would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of Department of Defence Production (DDP) regarding empanelment.
- vi. I have read & understood the RFE and agree to all the terms & conditions stated therein.

**SIGNATURE**

Full name and designation:

Date:

(Seal of organization)



**TERMS AND CONDITIONS OF AGREEMENT**

1. The empanelment shall be initially for one year from the date of empanelment. Department of Defence Production (DDP) 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 on the same terms & conditions.
2. The servicing team of the agency must be available to Department of Defence Production (DDP) Headquarter, New Delhi as and when required by Department of Defence Production (DDP).
3. Department of Defence Production (DDP) will sign an empanelment agreement separately with the agencies. After signing of the contract, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
4. A separate work order will be given to the selected agency for each project. The selected agency shall not sublet/assign the project to any other agencies/contractor, in whole or in part, to perform its obligation under the project contract.
5. In case of delay in execution of the assigned work by the agency, Department of Defence Production (DDP) may impose a penalty of 5% of the project value per week or part thereof of delay (subject to maximum of 10%). may be imposed by Department of Defence Production (DDP). If the delay is beyond 2 weeks then Department of Defence Production (DDP) may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agency. Department of Defence Production (DDP) may debar and blacklist the Agency for applying in its future empanelment also.
6. If any of the services performed by the Agency 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 Department of Defence Production (DDP)), negligent (such as quality of deliverables not up to the mark), non-supportive attitude of the Agency (such as non-engagement of adequate resources in the prescribed time frame), and Department of Defence Production (DDP) decides to abort the contract because of such failure, then a sum up to 50% of the value of the whole order shall be recovered from the Agency. This shall be without prejudice to other remedies available under law and this agreement with Department of Defence Production (DDP).
7. The successful empanelled agency shall at its own expense deposit with Department of Defence Production (DDP), within 3 (three) days of the date of a work order an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank in the form of Fixed Deposit Receipt (FDR) with lien marked to DEPARTMENT OF DEFENCE

PRODUCTION (DDP), New Delhi against advance payment for any assigned work not exceeding 30% of the total work order value. The PBG will be payable on demand, for the due performance and fulfillment of the work and be valid beyond 1 (one) month of completion of specific work.

8. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "Department of Defence Production (DDP)" and "the applicant". No partnership shall be constituted between Department of Defence Production (DDP) and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual 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.
9. The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Department of Defence Production (DDP)'s interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
10. Department of Defence Production (DDP) will de-empanel the empanelment, if the agency is found to be 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 Department of Defence Production (DDP) or any personnel in contract executions.
  - (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to Department of Defence Production (DDP), and includes collusive practice among applicants designed to establish proposal prices at artificially high or non competitive levels and to deprive Department of Defence Production (DDP) 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 in the execution of contract.
  - (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the Department of Defence Production (DDP), designed to establish prices at artificial, non-competitive levels; Department of Defence Production (DDP) 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 the contract in question.

11. Applicable Law would mean 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.
12. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
13. The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by Department of Defence Production (DDP) from time to time.
14. The applicants will indemnify Department of Defence Production (DDP) against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. Department of Defence Production (DDP) will take necessary legal actions for such cases.
15. Department of Defence Production (DDP) 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.
16. Without prejudice to any other right or remedy it may have, DDP may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
17. Department of Defence Production (DDP) reserves the right to withdraw/ terminate empanelment in any of following circumstances:
  - a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
  - b) Information provided to Department of Defence Production (DDP) is found to be incorrect;
  - c) Empanelment conditions are not met within the specified time period;
  - d) Misleading claims about the empanelment status are made;
  - e) Clear evidence is received that there is breach of copyright;
18. If the agency does not execute the contract to the satisfaction of the Department of Defence Production (DDP) then the Department of Defence Production (DDP) may invoke any or all of the following clauses:
  - a) Forfeit the Performance Guarantee Amount
  - b) Terminate the contract
19. The rates quoted shall be in Indian Rupees and shall be without GST. GST will be reimbursed on actuals on submission of documentary evidence.
20. All decisions taken by the Department of Defence Production (DDP) regarding empanelment shall be final and binding on all concerned parties.

21. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
22. The Agency is obliged to work closely with the Department of Defence Production (DDP)'s staff, act within its own authority and abide by directives issued by the Department of Defence Production (DDP).
23. The Agency will abide by the job safety measures prevalent in India and will free the Department of Defence Production (DDP) from all demands or responsibilities arising from accidents or loss of life. The Agency will pay all indemnities arising from such incidents and will not hold the Department of Defence Production (DDP) responsible or obligated.
24. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
25. The Agency will treat as confidential all data and information about the Department of Defence Production (DDP), obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Department of Defence Production (DDP).
26. Department of Defence Production (DDP) will have right to drop any agency from the empanelled list without assigning any reason whatsoever. Department of Defence Production (DDP) also reserves the right to modify the term and conditions of empanelment.
27. The agency should be able to execute order at short notices and even on holidays.
28. Agency should have resources with proficiency and proof reading facilities in multiple official languages of India.
29. Selection of final work/output/deliverables will be entirely on Department of Defence Production (DDP)'s discretion. Artwork/creative once selected will be the property of Department of Defence Production (DDP) 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. The Agency has to provide original soft copy of open file to Department of Defence Production (DDP). The agency cannot use the concept, artwork, picture, film and jingle for other clients once Department of Defence Production (DDP) selects it.
30. Department of Defence Production (DDP) reserves the right to make necessary modification to the selected artwork, concept, etc.
31. Agency will be responsible for transportation of material across India, if required by Department of Defence Production (DDP).
32. Department of Defence Production (DDP) also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.

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