Department of Defence Production

Request for Empanelment (RFE) of Event & Creative And Audio-Visual Agencies



South Block New Delhi 110001

Department of Defence Production South Block New Delhi 110001.

REQUEST FOR EMPANELMENT (RFE) OF EVENT & CREATIVE MNAGEMENT 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 & Creative Management and Audio Visual for empanelment (hereinafter referred to as "Agency") for the Department of Defence Production under the following two Categories:-

Category	Nature of work
Event & Creative Management (a) Big Events	Organize various events throughout the year for DDP and design advertisements, hoardings, etc.
(b) Small Events	(a) For organizing events with Rs. 1.00 crore and above as Event Management cost.
	(b) For organizing events below Rs. 1 crore as Event Management cost.
Audio Visual	Make Films, Documentaries, Graphical presentations,
	etc.

Please go through the full document available at www.ddpmod.gov.in.

- 1. Applicants can apply for both two categories i.e. Event & Creative Management Agency and Audio Visual Agency. The Applicants are required to submit separate applications (RFE response) for each category. However, only one application should be sent for each category by the agency.
- 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 based on the information provided by them. The short listed agencies will be invited to make a presentation to the Evaluation committee. The notice for short listing of agencies for technical presentation will be intimated individually and will be uploaded on the website www.ddpmod.gov.in.
- 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," specifying the category for which the application is submitted (viz; "Event & Creative Management Agency" and "Audio Visual Agency"), for 'Department of Defence Production' containing the 'Eligibility documents' and 'Technical bid' in two separate envelopes as explained in 3.3.1 of the RFE document and Annexure I, II and III of the RFE. The name and contact details of the firm should be on all the envelopes.
- 5. The agency will be selected for empanelment as per the evaluation mechanism of this RFE.
- 6. The sealed envelope should reach by August 27, 2018 before 1500 hours either by post on the following address or be dropped in the tender box placed at the gate No. 1 of Sena Bhawan. 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

Tele: 23011114

e-Mail ID: manmohan.badola@nic.in

- 7. 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 August 17, 2018 by post or email manmohan.badola@nic.in
- 8. 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.
- 9. 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:

S No.	Activity	Date
1	Last date for submission of written queries (email or post only)	August 17 th 2018
2	Release of responses to clarifications	August 22 nd 2018
3	Last date for submission of RFE	August 27 th 2018 by 1500 hours
4	Date for Shortlisted agencies based on eligibility criteria and also publishing the shortlisted name on the website www.ddpmod.gov.in	August 29 th 2018 at 1500 hours
5	Technical presentation and selection	Between August 30 th & 31 st 2018

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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.

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) intends to empanel a limited number of reputed Event & Creative Management, Agency for organizing Workshop/Meetings/Seminar/ MICE and Audio Visual agencies for organizing various events, Workshops/Meetings, plan and execute Information, Education, Communication (IEC) campaigns and other activities at the national level and Make Films, Documentaries, Graphical presentations, etc., under the guidelines specified herein for the target group mentioned in para 2.2 of this RFE document.

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

2.3 Objectives

- 1) Effectively create and deliver the message to all stakeholders mentioned above.
- 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.
- 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 for agencies:** To achieve the above objectives, a Communications strategy is necessary to create awareness, conceptualize, plan, execute & promote the various initiatives of Department of Defence Production, its activities and other components to all stakeholders. In order to formulate this strategy, services of an Event & creative/Audio visual agency are required. This involves tasks mentioned under but not limited to these only.
- 2.4.1 Will focus on conceptualizing, planning & executing a national level communication strategy or any other creative tasks assigned by Department of Defence Production (DDP) 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 Department of Defence Production (DDP) and events pertaining to the Department. The allocation of work will be based on QCBS (Quality Cost Based Selection) where in empanelled agencies will be called for Technical/Creative presentation and financial bid with equal weightage to both the components.

2.4.2 Understand the Objectives and target group of the Department of Defence Production clearly and build communication around existing platforms; how to use them effectively to communicate in a creative manner to establish credibility of the message as per objectives

2.5 Category-I: Event & Creative Agency

2.5.1 Planning & strategy

- **2.5.1.1** Create Message of Department around its vision areas indigenization of defence imports, Make-in-India initiative, facilitation of startups and innovations, promote exports, etc.
- **2.5.1.2** Branding of Department, its initiatives and events:
 - Overall branding across all mediums
- **2.5.1.3** The Agency is expected to design creative in multiple languages for various media as per the requirement of Department of Defence Production (DDP).

2.5.2 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

2.5.3 Event & Creative Management

- To effectively organize various events, International exhibitions of the Department of Defence Production as and when the requirement comes up.
- 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.
- 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
- Delegate-kits/bags for delegates/participants comprising notepad, conference labelled pen, conference labelled 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 organising 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. Organising 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

2.6 Category -II: Films/Audio Visuals

- $2.6.1\ TV\ Commercials,\ short\ films,\ projects,\ value\ added\ components/features\\ 2.6.2\ Documentaries,\ Radio\ Jingles,\ TV/Radio\ Spots$
- 2.6.3 Flash/Graphical presentation

SECTION III: ELIGIBLITY 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*

3.2.1 Category-I: Event & Creative Agency

SI	Criteria	Minimum requirement
1	Certificate of Registration	The firm/company should possess and furnish proof of certificate of registration under the Partnership Act, 1932 or the Limited Liability Partnership Act 2008 or the Companies Act 2013, or any other equivalent statute, as applicable. It should also provide the PAN & GST Registration.
2	Financial Turnover - Annual turnover	Average Annual Turnover of Rs. 2 crore for past 3 years for organizing an event up to one crore and below (small event) Average Annual Turnover of Rs. 25 crores for past 3 years for organizing an event of one crore and above (big event). (Audited financial statements & CA
		Certificate)
3	Main office location Registered/Head office/Branch office	Fully operational branch/head office in Delhi/ NCR with address and contact number.
4	Past Work	Five best projects (Event & Creative campaigns for any Govt./PSUs/Corporate/brand/sports undertaken with a value to Rs. 50 lakhs for small events and Rs. 2 crores for big events during last 3 years.
5	Manpower Strength (10 and 25 on roll employees for small and big events respectively)	Should h a v e adequate personnel to handle multi-lingual, multi-media campaign. Supporting document such as PF list of employees etc.
6	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 RFE	A self-declaration stating to this effect is required to be signed by authorized signatory of the agency with seal.

3.2.2 Category-II: Audio Visual Agency

SI	Criteria	Minimum requirement	
1	Certificate of Registration	The firm should possess and furnish proof of certificate of registration/incorporation under the Partnership Act, 1932 or Sole Proprietorship Firm or the Limited Liability Partnership Act 2008 or the Companies Act 2013. or any other equivalent statute, as applicable. It should also provide the PAN & GST Registration.	
2	Financial Turnover - Annual turnover	Average Annual Turnover of Rs. 5 crore for past 3 years (Audited financial statements & CA Certificate)	
3	Main office location Registered/Head office/Branch office	Fully operational branch/head office in Delhi/ NCR with addresses and contact number.	
4	Past Work	5 best projects undertaken for any Govt./PSU/Corporate/Brand such as Short Films, Documentaries, Corporate presentation, Animated films, Radio spots & Video spots during last 3 years.	
5	Manpower Strength (10 on roll employees)	Should have adequate personnel to handle multi-lingual capability to carry out the task. Supporting document or self-declaration by the Head of the Organization.	
6	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 RFE	A self-declaration stating to this effect is required to be signed by authorized signatory of the agency with seal.	

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 as per below category:-

Agency Category	Amount
Event & Creative	
(a) Big events	Rs.5,00,000/-
(b) Small events	Rs. 50,000/-
Audio Visual	Rs.50,000/-

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.

*Please refer Annexure II for details

3.5 Instructions to Applicants

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

- 1 Covering letter on agency's letter head
- 2 Documents and other details for purpose of technical evaluation (pen drive for the purpose of AV materials, original published materials for Translation Agency)
- 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. The response to RFE 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.

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	Activity	Date
No.		
1	Last date for submission of written queries (email or post only)	August 17 th 2018
	Release of responses to	nd.
2	clarifications	August 22 nd 2018
3	Last date for submission of RFE	August 27 th 2018 by 1500 hours
4	Date for Shortlisted agencies based on eligibility criteria and also publishing the shortlisted name on the website www.ddpmod.gov.in	August 29 th 2018 at 1500 hours
5	Technical presentation and selection	Between August 30 th & 31 st 2018

SECTION IV- EVALUATION AND EMPANELMENT PROCEDURE

In order to empanel Event and Creative 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:

Scrutiny of eligibility criteria mentioned in 3.2 for responsiveness to the RFE 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 RFE is generally in order. The Evaluation Committee can seek additional information from the applicants, if needed. In the response to the RFE not conforming to requirements i.e. 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 then basis of merit and the will be selected for empanelment as explained under 4.2.

4.1.4. Category-I Event & Creative Agency

SI	Туре	Marks
1	Carried out at least five Events & Creative Work for any Govt./PSU/Corporate/Brand/Sports with value of Rs. 2 Crore and above in the past three years.	
2	Innovative ideas on generating awareness about DDP and its Activities amongst various TG/Stakeholders.	20
3	Communication Strategy for Department of Defence 20 Production (illustration)	
4	Creative illustration (Newspaper, Hoarding, brochure, pamphlets etc)	20

SI	Туре	Marks
5	CVs and number of professionals to be deployed Creative- having min 3 years of hands-on experience in design, illustration, working knowledge of flash and animation Client Servicing- having hand on experience of 3 or more years in Account handling, strategy planning, team management etc. Production- having experience of min 3 years in event management, campaign.	15
	Total	100

4.1.5. Category-II Audio Visual Agency

SI	Туре	Marks
1	Three Film samples with attached scripts to compare execution against concept (Copies of work order/ Certificate from client)	30
2	Audio Visual concept & Approach Paper- for Make-In-India for Defence Manufacturing or Showcasing "India as a Defence Manufacturing Hub". The approach paper must be a concept that articulates and outlines how the agency proposes to position India as a Defence Manufacturing Hub in the form of Audio-visual documentary. This must be in an essay form/bullet form in not more than 600 words. The document must visualize the film and its flow along with a proposed treatment note.	25
3	Availability of Infra structure	20
4	CVs and number of key professionals with relevant experience not less than 3 years - Creative Director/Producer	25
	Total	100

^{*} For information on various initiatives of DDP, please visit 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

4.3.1 The empanelment shall be initially for one year from the date of accepting the terms and conditions (as given under Annexure IV) by the empanelled agencies. 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 at the same terms and conditions. Department of Defence Production (DDP) shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason

- 4.3.2. The Department of Defence Production (DDP) will give a brief to the agencies and invite Concept note/creative/Script/ Quotations from the empanelled agencies for specific assignments. Department of Defence Production (DDP) reserves the right to award the work to any of the empanelled agencies, based on the merit of their credentials (Ideas, Creative, execution plan etc.) and financial quote for a particular task. The selection of work will be through QCBS on technical/creative presentation and financial quote for that assigned task. The Evaluation Committee will be the final authority for selection of work.
- **4.3.3** The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement. **Mere empanelment with Department of Defence Production (DDP) does not guarantee allocation of work.**
- 4.3.4 When Department of Defence Production (DDP) chooses to organize a particular event involving the Head of State/ senior dignitary, the Department reserves the right to call for event proposals & quotations from empanelled agencies on a shorter time limit. In case if such proposal are not found to be satisfactory or not meeting the objectives as laid out by DDP, DDP reserves the right to call for fresh event proposals & quotations from non-empanelled agencies. In all these cases, the decision of DDP will be final and binding on all agencies.
- 4.3.5 In case, the Department of Defence Production (DDP) does not find the creative of the agency up to its satisfaction, DDP reserves its right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertakes not to raise any dispute in this context, at any point of time.
- 4.3.6 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 Department of Defence Production (DDP) deems fit to meet the deadline
- 4.3.7 All advertising releases will be carried out by Department of Defence Production (DDP) directly through DAVP or its empanelled agencies at DAVP rate.
- 4.3.8 Department of Defence Production (DDP) 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.
- 4.3.9 The documentary 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 with10 seconds slot giving details]. One DVD copy of the master with all versions. Footage to be delivered on a HDD having USB 2.0/Fire Wire Port.
- 4.3.10 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 form are to be provided by the agency. All footage captured will belong to Department of Defence Production (DDP). In the event of any stock footage or music, agency must use lawful licensed stock and the license must be provided to the Department of Defence Production (DDP) by the agency.
- 4.3.11 Department of Defence Production (DDP) will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs prepared by an 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.

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.

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 noncompetitive 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.

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 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.

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 subcontracted personnel and will hold itself responsible for any misdemeanour.
- 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 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.

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

DECLARATION

(Seal of organization)

İ.	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.
Ï.	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.
İV.	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.
Vİ.	I have read & understood the RFE and agree to all the terms & conditions stated therein.
	SIGNATURE
	Full name and designation:
	Date:

ANNEXURE II: Qualification Criteria for each category

S No.	Description	Detail
1	Certificate of Registration under The Partnership Act, 1932 or Sole Proprietorship Firm or the Limited Liability Partnership Act 2008 or the Companies Act 2013.	The firm should possess and furnish certificate of Registration/ Incorporation. It should also provide the PAN & GST registration. Submit documents in support.
	Accountant/Statutory Auditors	Submit the audited balance sheets for FY 2017-2018 (provisional), 2016-2017, 2015-2016 & CA Certificate certifying the turnover as mandated by the qualification criteria.
3	Head office/Branch office in Delhi/NCR With complete address and telephone number	Submit support document (Address proof/Electricity bill, etc.).
4	CVs of Key functionaries - Team members (excluding support & admin staff)	Submit CVs (as per category)
5	Has the agency been blacklisted/debarred/sus pended/banned from business dealings by Any Ministry/Department of State/central Government/PSU As on date of filling the responses of this RFE	Submit the declaration duly signed by authorised signatory

ANNEXURE II: contd...

6. Five best projects, the final creatives, images, photographs, completion certificate, Work Order etc.

S No.	Name of the Client *	Sector	Year	Value of work
1				
2				
3				
4				
5				

(Please submit the relevant case)

7. Office locations

	Metro City & Other Tier cities	Address
1		
2		
3		
4		

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 RESPONSE TO RFE

Description	Detail	Y/N
Eligibility Documents	Certificate of Registration/Incorporation. PAN & Service Tax Registration	
	Certified Annual Turnover FY 2017-2018, 2016- 2017 & 2015-2016	
	Proof of Presence in Delhi/NCR (Address proof)	
	Dedicated team to service Department of Defence Production (DDP) (CVs of the team intended to be deployed)	
	A declaration stating that agency has not been blacklisted/debarred/suspended by any State/Central Government/PSU	
	Duly signed Annexure I	
Bid documents	Hard copies of documents as explained in as per category para 4.1.4./4.1.5/4.1.6	

Note: All documents including annexure must be properly marked and sealed. The response to RFE 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

ANNEXURE IV: 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 assign the project to any other agencies, in whole or in part, to perform its obligation under the project contract.
- 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.
