RFP No. B&C202001007

RFP for Empanelment of Multi-Media Agencies by
India Brand Equity Foundation (IBEF)

RFP DETAILS/APPLICATION FORMS AND REQUISITE DETAILS

Date: 2\textsuperscript{nd} July 2020

India Brand Equity Foundation,
20th Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001

<table>
<thead>
<tr>
<th>Date Sheet</th>
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<tbody>
<tr>
<td>Queries</td>
<td>Effective 3\textsuperscript{rd} July 2020 till 9\textsuperscript{th} July 2020</td>
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<td>Date of Posting Response of Queries</td>
<td>10\textsuperscript{th} July 2020</td>
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<tr>
<td>Date of Submission of Application and requisite documents</td>
<td>Last date for submission (14\textsuperscript{th} July 2020)</td>
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SECTION 1: INSTRUCTIONS TO CREATIVE AGENCY

1) INTRODUCTION
The India Brand Equity Foundation (IBEF) is a Trust established by Department of Commerce, Ministry of Commerce & Industry, Government of India. IBEF’s primary objective is to promote and create international awareness of the Made in India label in markets overseas and to facilitate dissemination of knowledge of Indian products and services. Towards this objective, IBEF works closely with stakeholders across government and industry to promote Brand India.

2) PERIOD OF EMPANELMENT;
The empanelment would be valid for a period of 3 (three) years commencing from 20th July 2020 to 19th July 2023. The empanelment may be terminated with one month’s notice without according any specific reasons for the same.

3) VALIDITY
The RFP is valid from the date of release till the last date of submission. A letter of Empanelment will be issued to the empaneled agencies. IBEF is not bound to accept any RFP or to assign any reason for non-acceptance. Conditional, erroneous and incomplete Proposals will be rejected outright.

4) PREPARATION OF PROPOSAL FOR EMPANELMENT
   a) Agencies are required to submit the following proposals:
      i) Eligibility Proposal
      ii) Technical Proposal (Page Limit mentioned against elements should not exceed)
   b) Eligibility Proposal
<table>
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<th>The Creative Agency must have been in operation for a minimum of 2 years as on the date of the issue of this Empanelment form in the field of designing, production, of creatives/commercials for various media, including print, TV, radio, online, outdoor, digital campaigns, social media campaigns etc., as well as publicity material including brochures, posters, maps, calendars, media release in international media etc.</th>
<th>Date of incorporation of agency: Document(s) in support of the number of years of experience as Agency - (Annexure B – ROC-Incorporation certificate, registered partnership deed, MOA or AOA of the company, copy of registration of Trust Deed, Bank Certificate specifying the date of opening bank account of Proprietorship)</th>
</tr>
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<td>2</td>
<td>The agency should have a valid pancard number and GST registration number.</td>
<td>Self-attested copies of GST registration no. and PAN no. to be provided as a supporting document. Annexure C</td>
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<td>4</td>
<td>The agency should have minimum average annual turnover of Rs.1.25 Crore per annum (Rs. One Crore and twenty five lacs per annum) during the last two financial years (2018-19 &amp; 2019-20)</td>
<td>Audited copy of financial statements balance sheet &amp; P &amp; L accounts for last two years (2018-19 &amp; 2019-20) have to be provided as supporting document along-with original certificate from Chartered Accountant as per Annexure D</td>
</tr>
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<td>5</td>
<td>The Agency should not have been blacklisted by any Govt./State/ Semi Govt. Organization/PSU.</td>
<td>An original undertaking on the letter head of agency is to be submitted as per Annexure E</td>
</tr>
</tbody>
</table>
| 6 | The Agency should be able to provide 24/7 support all days and dedicated team for work of IBEF. | An original undertaking on the letter head of agency to certify that agency will provide 24/7 support and a dedicated team for IBEF projects (Team will not be required to be
c) Technical Proposal
   
i) Agencies are required to submit a Technical Proposal as specified below. The page limit mentioned against elements should not be exceeded.
   
i) The Technical Proposal shall contain the following documents:
      
(1) Letter of Technical Proposal Submission. (One Page)

(2) Profile and track record of the agency, including strength and credentials of the agency network (details of the global network, number of employees, details of the specialist partners/affiliates/associates, in-house facilities). – (One page)

(3) Details of team to be deployed to work with IBEF- (One page)

(4) Brief of Creative Campaign: (Submission of Creative material has to be only for one particular campaign brief out of the listed ones)
   
   (i) Promoting Geographical Indications of India (International & Domestic)
   
   (ii) Promoting Indian Handicraft Sector (International)

   (iii) Promoting Health/Organic Food in Agri Sector in UAE

   (iv) Promoting Indian Handloom Sector in Europe

(5) Sample material, as detailed below:
   
   (a) Creative Strategy; Can be submitted in the form of self-explanatory presentation comprising of maximum 10 slides or a strategy paper exceeding not more than 2 pages

   (b) Sample Media Strategy; for a spend of Rs.30 Lacs for any one of the brief in any market Can be submitted in the form of self-explanatory presentation comprising of maximum 10 slides or a strategy paper exceeding not more than 2 pages

   (c) Sample Creative Material
      1. Print Advertisements; Quantity - 5
      2. Concept notes and storyboards for TV commercials of 30 seconds; Quantity - 1
3. Concepts and creatives for social media campaigns may include static banners, GIF, short video, animation, infographics- Quantity - 1

(6) The Technical Proposal shall not include any financial information else it shall be held liable for rejection.

(7) Agencies are expected to provide the Technical Proposal as specified in the RFP document. Material deficiencies in providing the information requested would result in rejection of the proposal.

(8) The sample strategies/creatives submitted for the purpose of Technical Evaluation may or may not be used in any of the IBEF campaign therefore these should not be read as a confirmed order/RFP by IBEF.

5) SUBMISSION OF PROPOSALS

a) The original proposals (Eligibility & Technical) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

b) An authorized representative of the firm should authenticate all pages of all the proposals. The Eligibility Proposal should be placed in a sealed envelope and super scribed “The Eligibility Proposal for Empanelment of Multi-Media Agencies by IBEF RFP No………………”. The Technical Proposal should be placed in a sealed envelope and super scribed “Technical Proposal for Empanelment of Multi-Media Agencies by IBEF RFP No………………”. Both the proposals should be submitted in a separate outer envelope shall be super-scribed “Eligibility & Technical Proposal for Empanelment of Multi-Media Agencies by IBEF RFP No………………”. The Bottom Left corner of the outer cover should carry the full name, address, telephone numbers, mobile numbers, e-mail ID etc. of the agency submitting the Proposal.

c) The outer envelope containing the sealed Eligibility and Technical Proposals should be addressed to:

Parul Singh, Associate Director
India Brand Equity Foundation
20th Floor, Jawahar Vyapar Bhawan, Tolstoy Marg.
d) The Proposal should be submitted on or before 14th July 2020.

e) The Proposals shall not be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned unopened and can be collected within 3 days of submission date beyond which IBEF will not hold any responsibility for the loss of proposal.

f) The Contact Person for this RFP:

   Ms Parul Singh
   Associate Director
   India Brand Equity Foundation
   20th Floor, Jawahar Vyapar Bhawan,
   Tolstoy Marg, New Delhi 110001
   Email - parul.singh@ibef.org

6) OPENING OF PROPOSALS AND SELECTION PROCESS

   a) The eligibility proposals be examined in IBEF to ascertain fulfilment of eligibility criteria and submission of required documents.

   b) The Eligibility of the agencies that fulfils the eligibility criteria shall be opened to ascertain the submission of necessary documents. The shortlisted agencies will be invited to attend the opening of Technical Proposals through video conferencing on the pre-fixed date and timings. The date will be published on the website.

   c) The Technical Proposals shall be evaluated by committee of experts. The participating agencies will be able to see the evaluation process through video conferencing.

   d) The dates of opening the proposal will be communicated via IBEF website www.ibef.org.

   e) The Technical Proposals, will carry weightage of 100 marks and be evaluated by a Committee, on the basis of the following criteria:

      i) Creative Strategy; Can be submitted in the form of self-explanatory presentation comprising of maximum 10 slides or a strategy paper exceeding not more than 2 pages. (20 marks).
ii) Sample Media Strategy; for a spend of Rs.30 Lacs for any one of the brief in any market Can be submitted in the form of self-explanatory presentation comprising of maximum 10 slides or a strategy paper exceeding not more than 2 pages. (15 marks)

iii) Sample Creative Material; (50 Marks)
   1. Print Advertisements; Quantity -10
   2. Concept notes and storyboards for TV commercials of 30 seconds- Quantity - 1
   3. Concepts and creatives for social media campaigns may include static banners, GIF, short video, animation, infographics- Quantity - 1

iv) Profile and track record of the agency, including experience of the agency in the creative field, campaigns/brands handled, above/below the line activities undertaken (10 marks)

v) Details of the team proposed to be deployed to work with IBEF (5 marks)

vi) The technical score of the agency Out of 100 St = Sum of {(i) till (v)}

f) Selection of the agency will be based on obtaining the highest technical score out of 100. Up to a maximum of 10 agencies will be Empaneled with IBEF on the basis of obtaining highest technical scores as defined in point e) above.

g) From the time the RFP is floated till the time the contract is awarded, if any agency wishes to contact IBEF on any matter related to its proposal, it should do so only in writing. Any effort by an agency to influence IBEF in the proposal evaluation or contract award decisions may result in rejection of the proposal of the agency.

h) All the results shall be published on IBEF website

7) PROCESS OF WORK POST EMPANELMENT

a) IBEF will issue an email requesting for proposals from the empaneled agencies on the basis of pre-defined campaign/project work within specified budgets.

b) The following types of proposals/quotes may be invited from empaneled agencies through emails or sealed quotations.
   i) RFP; A two-bid system; the technical proposals/bids and financial proposals/bid (QCCB)
   ii) Limited quotes in sealed envelopes/password locked emails amongst the empaneled
agencies

iii) RFQ; Request of quotes on L1 cost basis for pre-defined elements

c) IBEF may invite proposals over emails for immediate work.
d) The timeframe given may be from 3 days to 10 days depending on project requirements. Work may also be assigned on short notices. Therefore, presence of dedicated team is essential.

8) SCOPE OF WORK OF EMPANELLED AGENCY

a) IBEF is looking for empanelment of Multi Media Agency for the following broad scope of work:

i) Display Advertisements; In respect of display advertisement concept/artwork will be invited from all the empaneled agencies on the basis of a uniform brief. On selection of an agency’s concept – the agency would be informed of the date of release and publications etc. The advertisement(s) will be released to IBEF’s approved publications.

ii) Creative work; Selected Agency for a project will remain in direct touch with concerned officer/project officer in IBEF to obtain inputs, suggestions for creative or for changes required etc. All creative inputs inter alia, layouts, artworks, advertisement copies, final material bromide, film negatives, CD (soft copy) and their production with translation from English to Hindi and vice versa or in any other languages shall be the sole responsibility of the agency without any financial burden on IBEF.

iii) Outdoor Media; The outdoor media work covering hoarding sites, banners, pole kiosks, translits and bus back panel etc. would include seeking permission from the concerned authorities and its production, installation for specified duration and removal after the term.

iv) Other jobs; In addition to advertising jobs, IBEF may assign work of institutional campaigns, social media campaigns, event management, designing of websites, landing pages, events websites, printing and production of folders, brochures, house journals, Annual Reports besides executing the total publicity projects of select events that may cover, inter alia, print, electronic, internet (website) and production and
printing. The cost quoted in the proposal should be all inclusive except statutory taxes.

v) **International Events/Campaigns;** Promotion of Indian Products and Services overall or sector specific or generic short term or long term campaigns.

vi) **Expression of interest / Notices/ similar Advertisements;** Notice/recruitment advertisements/public notice etc. with standard layout will be awarded at the standard DAVP rates for various publications.

vii) **Research** Special research studies will be undertaken by the agency whenever requested and authorized by IBEF.

9) **TERMS & CONDITIONS**
   
a) In case of urgent releases submission of bids by fax/mail will be asked at very short notice.

b) **Location of Services;** The agency shall provide service for work all over India and abroad.

c) **Service on Weekends, Holidays;** There may be cases where IBEF would require services of Agency at short notice on Saturdays, Sundays and Holidays. In such cases all empaneled agencies will be contacted by fax/e-mail/telephone. Empaneled agencies shall keep IBEF informed of their contact person during holidays for such jobs. IBEF will consider awarding the job to only those agencies who respond appropriately within the given time frame.

   d) The execution of publicity projects would also involve laisioning by Agencies with associated organizations of IBEF for which no fee shall be charged to IBEF.

10) **CONTACT PERSON FOR THIS RFP:**

    Ms Parul Singh  
    Associate Director  
    India Brand Equity Foundation  
    20th Floor, Jawahar Vyapar Bhawan,  
    Tolstoy Marg, New Delhi 110001  
    Email- parul.singh@ibef.org
11) TERMS OF PAYMENT
a) There will be no fixed payment towards empanelment or retainership with IBEF.
b) The payment will be done on the basis of financial proposal submitted by the agency post empanelment based project to project basis. The taxes will be paid on actuals besides the cost mentioned in the financial proposal.
c) The agencies will be paid as per the DAVP rate cards wherever applicable. If two or more DAVP rate cards are applicable as per agency grading etc the one with lower rate shall be applicable.
d) The Agency shall submit its bills to IBEF supported by all relevant documents. Bills in the normal course, are payable by NEFT/RTGS.
e) IBEF will pay a mobilization advance of 50% of the amount in advance for the assigned projects/work involving international media elements like publications, events & airports.
f) In all other cases, IBEF will pay a 30% advance amount for mobilization.
g) The remaining payments in both the cases shall be made within 15 days of satisfactory completion of work.
h) All payments to the Agency for the assigned jobs carried out/executed at any place/city in India and/or outside India, shall be made by IBEF from and at Delhi unless otherwise agreed. IBEF agrees to pay all statutory levies by the Government i.e. GST levied by the State or Central Government from time to time.

12) GENERIC TERMS
a) Empanelment is only a technical qualification and does not confer any right to the agency concerned to be assigned work. IBEF reserves the right to award work to any of the empaneled agencies.
b) IBEF reserves the right to alter any of the terms and conditions stipulated for the empanelment of the agency.
c) Without prior written consent of IBEF, the agency shall not sublet or assign complete or part of any job assigned to the agency by IBEF and even when such consent is given, it shall not absolve agency of its obligation under the scope of aforesaid services.
d) IBEF shall not be responsible in any way whatsoever for any violation of any rules and
regulations of statutory/government bodies by the Multi-Media agency.

e) All ownership of all the material creative, papers, presentations, logos, films, strategy, campaigns shall be exclusively rest with IBEF for lifetime.

13) TERMINATION OF CONTRACT

a) The empanelment would be subject to periodical review and could be terminated anytime during the empanelment period with one month’s notice. Such actions may be warranted by, inter alia,

b) Failure or unwillingness of the Agency to execute the assigned job to the satisfaction of IBEF.

c) Information provided by the agency to IBEF is incorrect.

d) The agency engages in unethical practices or is found deficient/wanting in legal or statutory compliance or any act that may have a negative bearing on IBEF’s reputation.

e) For continuous non-participation in any project/work bids for more than 5 occasions in a year.

f) For any other reason deemed justified.

g) Post termination of empanelment of agency, the agency shall be barred from filing empanelment forms for a period of five years starting from the date of empanelment. Names of such agencies shall be put on display on IBEF’s official website.

14) FORCE MAJEURE:

Neither party will be liable in respect of failure to fulfil its obligations if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, or (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as
possible.

15) ARBITRATION
Venue of arbitration will be New Delhi and will be governed by provisions of The Arbitration & Reconciliation Act 1996, India. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

16) JURISDICTION
The contract shall be governed by prevailing laws of India. The jurisdiction will always be in Courts of Delhi.

17) INDEMNITY
The agencies shall indemnify IBEF and all the employees of IBEF against any misuse of IBEF’s Name and Logo. For any misuse of IBEF name and logo, the agencies themselves will be held responsible. IBEF will take necessary legal and other actions for such cases. IBEF will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the agencies. Further, the agencies shall also indemnify IBEF against any claim(s) relating to infringement of intellectual property rights committed by the agencies.
ANNEXURE A: APPLICATION FORM FOR EMPANELMENT
OF MULTI-MEDIA CREATIVE AGENCY

NAME OF THE AGENCY

ADDRESS

PHONE

FAX

MAIL

YEAR OF ESTABLISHMENT

TURNOVER OF YOUR AGENCY DURING PAST 2 YEARS IN LAKHS:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT IN LAKHS</th>
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<tr>
<td>2018-2019</td>
<td>..................</td>
</tr>
<tr>
<td>2019-2020</td>
<td>..................</td>
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Signature

Name and Designation of Authorized Signatory with Seal

Notes; Please enclose your company profile. Documentary evidence wherever mentioned must by attached in the form asked for. In absence of the same, the application will be summarily rejected. IBEF reserve the right to accept or reject any or all applications without assigning any reason thereof.
ANNEXURE- D CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

IBEF Empanelment RFP No:

To,

The Concerned Officer,

IBEF, 20th Floor, STC Building, Jawahar Vyapar Bhawan,
Tolstoy Marg, New Delhi-110001

Sub: Empanelment of Multi-Media Agency

Dear Sir,

In response to release of Empanelment Notice on IBEF’s Website, we hereby declare that the details of total turnover during last two years (in Crs.) as follows:

<table>
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<tr>
<th>S.no</th>
<th>Financial Year</th>
<th>Turnover (Rs. Crs)</th>
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<tbody>
<tr>
<td>1.</td>
<td>2018-2019</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2019-2020</td>
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Thanking you,

Yours faithfully,

Authorised Signatory
ANNEXURE- E UNDERTAKING APROPOS NOT BEING BARRED/BLACK LISTED

To,

The Concerned Officer,

IBEF, 20th Floor, STC Building, Jawahar Vyapar Bhawan,

Tolstoy Marg, New Delhi-110001

Sub: Empanelment of Multi-Media Agency

Dear Sir,

We hereby undertake that we have not been currently blacklisted by any Central Govt. /State Govt. / Semi Govt. Organization / Autonomous Bodies or PSUs.

Thanking you,

Yours sincerely,

Designation.............................. Company stamp/ Seal............................
ANNEXURE F

DECLARATION (TO BE GIVEN ON A LETTER HEAD OF THE COMPANY/ FIRM)

Ref: RFP No.____________________

To,

The Concerned Officer,

IBEF, 20th Floor, STC Building, Jawahar Vyapar Bhawan,

Tolstoy Marg, New Delhi-110001

Sub: Empanelment of Multi-Media Agency

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the bid document and hereby convey our acceptance to the same.

2. The information / documents furnished along with the above Empanelment Application are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our bid/application at any stage besides liabilities towards prosecution under appropriate law.

3. We have apprised ourselves fully about the job to be done during the period of agreement and also acknowledged to bear consequences of non-performance or deficiencies in the services on our part.

   - We have no objection, if enquiries are made about the work listed by us.
   - We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
   - We agree that the decision of IBEF in selection of multi-media agencies will be final and binding to us.

Date: Place:

Note: The above declaration, duly signed and sealed by the authorized signatory of the company,

Signature of authorized person

Full Name & Designation:

With Company’s Seal
LIST OF DOCUMENTS FOR SUBMISSION

Annexure A: Application form for empanelment of Multi-Media Creative Agency

Annexure B: ROC-Incorporation certificate, registered partnership deed, MOA or AOA of the company, copy of registration of Trust Deed, Bank Certificate specifying the date of opening bank account of Proprietorship

Annexure C: Self-attested copies of GST registration no. and PAN no. to be provided as a supporting document.

Annexure D: An Original copy of CA Certificate as per specified format along with photocopies of audited financial statements balance sheet & P & L accounts for last two years (2018-19 & 2019-20)

Annexure E: An original undertaking that Agency should not have been blacklisted by any Govt./State/ Semi Govt. Organization/PSU

Annexure F: An original undertaking on the letter head of agency to certify that agency will provide 24/7 support and a dedicated team for IBEF projects (Team will not be required to be based at IBEF Office).