



**National Handloom Development Corporation Limited (A Government of India Undertaking)**

Corporate office:

Wegmans Business Park, tower 1, Plot No. 3, Sector Knowledge Park – 3, Surajpur  
Kasna road, Greater Noida – 201 306

**Request for Proposal For**

**‘Empanelment of Multi-media agencies’**

**For Providing of Publicity/Printing Work through Newspaper, Radio, Social Media  
& TV etc. for Exhibitions and Any other Miscellaneous Events  
Across India**

## **Disclaimer**

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1. This RFP document is neither an agreement nor an offer by National Handloom Development Corporation Ltd (hereinafter referred to as NHDC) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. NHDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for NHDC to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by NHDC in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. NHDC will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NHDC or their employees, any agency or otherwise arising in any way from the selection process for the Assignment. NHDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. NHDC will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NHDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and NHDC reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. NHDC also reserves the right to withhold or withdraw the process at any stage with intimation to

all who submitted the RFP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NHDC reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of NHDC.

**RFP Ref No: NHDC/Media//2022-23/001**

**Notice Inviting E-Tender**

1. National Handloom Development Corporation Ltd (a Govt. of India Undertaking, Ministry of Textile), invites online bids through Eligibility criterion/Technical Bid/criterion against RFP for Empanelment of Multi-Media agencies”.
2. The tender document may be downloaded from [www.nhdc.org.in/www.handlooms.nic.in](http://www.nhdc.org.in/www.handlooms.nic.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

**CRITICAL DATE SHEET**

1	Published Date	19/08/2022
2	Bid Document Download Start Date and Time	19/08/2022
3	Pre Bid meeting	05/09/2022 03:00 PM
4	Bid Submission Start Date	19/08/2022
5	Bid Submission End Date and Time	07/09/2022 05:00 PM
6	Bid Opening Date and Time	08/09/2022 04:00 PM

3. Bids shall be submitted at following address:

**PLACE OF SUBMISSION OF BID:**

Tender Box

**National Handloom Development Corporation Limited,  
Wegmans Business Park, Tower 1,  
4<sup>th</sup> Floor, Sector Knowledge Park – 3,  
Surajpur Kasma Main Road,  
Greater Noida – 201306 (Uttar Pradesh)**

4. Bidders shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with National Handloom Development Corporation Limited
5. Intending tenderers are advised to visit National Handloom Development Corporation’s **website [www.nhdc.org.in](http://www.nhdc.org.in)** and **CPPP site <https://eprocure.gov.in/eprocure/app>** regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
6. EMD and Bid document cost:

Cost of Bid document	INR 2,000 (Indian Rupees Two Thousand only) in the form of DD from a Nationalized bank in India and drawn in favour of National Handloom Development Corporation Ltd, Greater Noida.
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Earnest Money deposit	Rs. 1,00,000 (Indian Rupees One Lakh only) in the form of Bank Guarantee (BG) from Nationalized/Scheduled bank in India and drawn in favour of National Handloom Development Corporation Ltd, Greater Noida.
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7. The minimum validity date of the BG should be 120 (one hundred twenty) days from the last date of submission of the bids. The Hard Copy of original instruments in respect of EMD and bid document cost must be delivered to the address given below on or before bid submission end date/time as mentioned in the critical date sheet. Bids not accompanied with EMD and bid document cost is liable to be rejected. The bid document fee shall be nonrefundable. MSM/DIC/NSIC registered agencies are exempted for EMD and bid document fee.

**National Handloom Development Corporation, Wegmans Business Park, Tower 1, 4th Floor, Sector Knowledge Park – 3, Surajpur Kasna Road, Greater Noida – 201306**

8. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After opening of Eligibility criterion/Technical Bid/criterion the results of their qualification will be intimated later.
9. Submission of Bids:  
The bids shall be submitted offline viz., Eligibility criterion/Technical Bid/criterion. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 9.1 **Cover – I** Eligibility criterion/Technical Bid/criterion (Check list):  
The following documents are to be self-attested and furnished by the Bidder along with Bid Fee as per the bid document (As applicable):
- Copy of Technical Compliance / Eligibility Criterion as per the Annexure-1, Annexure-2, annexure 3 and Annexure 4.
  - Document as a proof for payment of EMD and bid/Tender document cost.

## INTRODUCTION

National Handloom Development Corporation Limited (NHDC) was set up in February 1983 as a Public Sector Undertaking by the Government of India as an autonomous body under the Companies Act 1956 in pursuance of the imperative need for a National Level Agency to assist the speedy development of the Handloom Sector by coordinating all action covering the procurement and supply of inputs at reasonable prices augmenting the marketing efforts of State upgrading the technology in the Handloom Sector & improving productivity.

The objective of this RFP to Empanel multi-media agencies for the Conceptualise, design and production of creative and publicity material.

## INVITATION FOR TENDER BIDS

NHDC invites online bids from the reputed agencies empanelled with DAVP as multi – media agencies meant for Designing & Production of Print, Audio/Video Works, Multiple Creatives including branding, content for various media and new technology related work to be used in enhancing awareness campaign and the publicity.

Any bid received after the specified date and time of the receipt of bids prescribed in critical date sheet, will not be accepted.

NHDC is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including holidays or delays. In case, the specified date of submission & opening of Bids is declared a holiday in Greater Noida/NCR, the bids will be received till the specified time on next working day and Eligibility / Technical Bid will be opened at specified time on that day. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

## SUBMISSION OF BIDS: GENERAL TERMS AND CONDITIONS

All bids must be accompanied by Tender fee of Rs. 2,000/- (Rupees Two Thousand Only) in the form of Demand Draft and EMD of Rs.1,00,000/- (Rupees One Lakh Only) in the form of Bank Guarantee from any Nationalized/commercial banks in favour of “**National Handloom Development Corporation Ltd**” payable in Greater Noida. Non- submission of EMD & Tender fee will lead to outright rejection of the Offer. The EMD of unsuccessful bidders would be return without any interest accrued on. The EMD of Empanelled agencies (i.e., successful bidders) will be converted into Security deposit and will remain with NHDC till the tenure of Contract period. All EMD would be returned without any interest liability on the completion of contract/Agreement period.

Hard Copy of Tender Fee and EMD should reach the given address on or before Bid Opening Date & Time as mentioned in Critical date Sheet.

**National Handloom Development Corporation Ltd, Wegmans Business Park,  
Tower 1, 4<sup>th</sup> Floor, Sector Knowledge Park – 3, Surajpur Kasna Road, Greater  
Noida – 201306.**

## **SCOPE OF WORK**

The role of agencies activities range from regular tender notice, public notice, and several notifications to full-fledged multi-media, multi-language, pan-India advertising activities involving use of creative for print as well electronic media etc. They are expected to be released in newspapers, magazines, web portals, radio and television channels, often at short notice. The agencies should have the capabilities of delivering through all these media. In order to formulate strategy and to implement a 360-degree Media Campaign activity, services of multi-Media agency (ies) is required initially for a period of 1 year which would be extendable for a maximum period of another one year on mutually agreed terms and condition. This will involve tasks as mentioned under, but will not be limited to these only. It also expected from agencies to manage all Events/Exhibition/Special Program provided by NHDC through different social media i.e., Facebook, Twitter, Instagram etc. Agency may also require to do impact analysis of each particular Event/Programs etc.

1. Conceptualizing and Designing of creative with body copy in Hindi, English other scheduled languages for different Media such as Print/TV/Radio/outdoor etc.
2. Conceptualize and design of work for print materials like brochures, booklets, primers, guidelines, folders, leaflets, posters, calendars, annual reports, etc.
3. Conceptualize, design and execution of writing of copy of the press advertisements, curtain raisers, briefs, Press Releases, Articles for magazines & newspapers, Newsletters, Reports, Testimonials, on various activities/events.
4. Conceptualize, design and production of materials for different media and innovative mediums like Print/TV/Radio/Outdoor, Web Pages, Internet (Incl. Social Media i.e., Facebook, Twitter, Instagram etc.), and mobile telephone etc.
5. Designing and production of advertisements in Print Media for:
  - a) Notice Inviting tenders
  - b) Recruitment/Auction Notices etc.
  - c) Classified Ads, Tenders, Request for Proposals (RFP) etc.
6. Designing and Production of TV spots/Radio jingles, documentaries, short films, Audio and Video serials and Print Advertisement etc. in any other formats as per requirement and dubbing / translation and adaptation of the same into Hindi and other Scheduled languages as and when required.
7. Advice on appropriate Multi-Media options and formats for any campaigns/Events as and when required.
8. Any other work related to advertisements/Publicity on Multi Media Platform.

## **ELIGIBILITY CRITERIA**

1. The agency must be empanelled with DAVP as Multi-media.
2. The agency should have accreditation from Indian Newspaper Society (INS)(mandatory) and any two of the following for last 03 years:

- a) Advertising Standards Council of India (ASCI)
  - b) Prasar Bharti accreditation for Doordarshan and All India Radio
  - c) Advertising Agencies Association of India (AAAI).
3. Legal Status of the Agency. Any one of the following:
- a) A company/firm having registered office in India and incorporated or registered under The Indian Companies Act 2013,
  - b) Partnership firm under Partnership Act 1932,
  - c) Sole Proprietor-ship under the Societies Registration Act 1860.
  - d) If registered under any other act(s) in India, please provide details
4. Agency should have valid PAN and GST registration.
5. The Agency must have a minimum turnover of Rs. 05 crore from each financial years- 2018-19, 2019-20 & 2020-21.
6. Agency should not have been found guilty/penalized by any court. They should not have been blacklisted/de-listed by any Central/State Government/Public Sector.
7. Agency should have full-fledged office(s) at Delhi/NCR with the state-of-the-art infrastructure and manpower including creative team (in case of emergency) to support timely service for activities within the scope of work. Agency should submit necessary documents and declaration along with application
8. The Agency should have the ability to handle development of creative content for print and  
Co-ordinate with production houses for production of short films, TV, Radio, internet, outdoor, events etc.
9. Agency should have the ability to serve the requirements of all the NHDC establishments.

## **PRE BID CONFERENCE**

NHDC shall organise a Pre Bid Conference on 05/09/2022 at 1500 hrs in the Office of NHDC, Greater Noida. The bidders are requested to submit any questions in writing on or before the date of pre-bid meeting. However, prospective bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective bidders by way of hosting amendments/ clarifications on the websites at [www.nhdc.org.in](http://www.nhdc.org.in) and <https://eprocure.gov.in/eprocure/app> in accordance with the respective clauses of the RFP.

Queries can be sent to Email: [tender@nhdc.org.in](mailto:tender@nhdc.org.in)

## **EVALUATION PROCESS**

All proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as per annexure 1. The proposals which do not meet the eligibility criteria will be summarily rejected, forthwith, or at any stage of detection. If deemed necessary, additional clarifications may seek on any aspect from the Agency (ies). However, that would not entitle the Agency (ies) to alter or cause any change in the material



information of the proposal already submitted.

All qualified bidders in Eligibility Criterion will be further evaluated in Technical Bid/Criterion as per Annexure 3. During the evaluation, Score/Marks will be allotted against the requisition/Parameters in Technical bid. Top three bidders (on the basis of highest score) in Technical bid shall be considered as the best value bid and the same will be empanelled as Media agency.

The evaluation process will be done by NHDC, on the basis of examination of documents, certificates, declarations, Presentation etc. submitted/presented by the Agency as required.

## **ALLOCATION OF WORK**

The NHDC will give a brief to the empanelled agencies and invite creatives/scripts/storyboards/ etc. from the empanelled agencies for specific assignments. NHDC reserves the right to award the work to any of the empanelled agency (ies), based on the merit of their creative designs. The selection of work will be through a duly constituted committee. 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 NHDC does not guarantee allocation of work.**

NHDC reserves the right to ask the agency to re-work on the creative/script/storyboard as many times till the work is approved. The final output would also be approved by competent authority before release. Such creative outputs will be the sole property of the NHDC and NHDC will be free to use or modify it at its sole discretion. The Managing Director, NHDC will be the final authority for the selection of creative design/scripts/storyboards.

Payment of all works, print creative/display creative/marketing collaterals/TV commercials/short-films/any other work will be based as per Development rates prevalent at the time of allocation of work. All works offer to agencies will be applicable & executed on DAVP rate. In cases, where there are no DAVP rates for a particular type of work, then a limited tender will be floated amongst the empanelled agencies for execution of such work or NHDC Constituted committee will decide the mechanism/process of awarding those particular activities.

For print creative, when NHDC chooses to get a particular creative released in newspapers through the agency at DAVP rates, then the release of advertisement will be executed by the agency whose creative is selected and no separate costs for designing the creative will be paid.

For design and release of print advertisements such as tender notices/vacancy circulars, etc., work will be allotted equally amongst the agencies on a rotational basis, based on the monetary value of work. The release of advertisement will be

executed by the agency at DAVP rates and no separate costs for designing the creative will be paid.

When NHDC chooses to get a particular creative released in newspapers through DAVP, the creative agency will be paid design charges at DAVP rates, prevalent at the time of release.

## **PERIOD OF CONTRACT**

The contract will be initially for a period of one year which may be curtailed at any point of time or extended further with mutual consent. During the period of contract, if the services of any agency are found unsatisfactory, then NHDC can solely terminate the contract with the notice period of one month.

## **TERMS AND CONDITIONS**

- i) The empanelment of agencies with NHDC will be valid for a period of 01 years, subject to annual review on the basis of past performance.
- ii) NHDC reserves the right to:
  - a) Accept or reject any or all the proposals.
  - b) Cancel/withdraw the RFP process at any stage without assigning any reasons thereof
  - c) To reissue the RFP
  - d) Delete/amend/add any clause(s) in the RFP at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such amendment/modification.
- iii) In case, an empanelled Agency shuts any of its offices, it should inform the NHDC immediately.
- iv) In case, an empanelled agency changes the location of its registered office, it should inform the NHDC immediately.
- v) On renewal of INS accreditation certificate, a copy of the same must be furnished to NHDC.
- vi) NHDC dealing with the agencies shall be on a principal-to-principal basis and the NHDC shall have no liability to pay any media or suppliers for anything done/not done or any act of omission/commission by the agencies.
- vii) The Agency shall indemnify NHDC against any action or proceedings brought against NHDC by act of commission/omission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The Agency shall be liable for any of its or its employees/agents' actions that are detrimental to the interest of NHDC and the quantum of damages for the same will be decided by NHDC and will be final and binding on the Agency. The Agency shall also indemnify NHDC in respect of any third-party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services rendered by the Agency to NHDC.

- viii) Agencies may request clarifications on any clause of the RFP documents by raising queries to NHDC. Any request for clarification must be sent in writing via regular mail to [tender@nhdc.org.in](mailto:tender@nhdc.org.in) on or before the date of the pre-bid meeting.
- ix) The inclusion of Agencies in the NHDC panel will not guarantee assignment of work or any minimum quantum of work in a year and the empanelled agency will have no right to make any claim whatsoever in that regard. It is further clarified that the empanelment of any Agency does not tantamount to an assurance by NHDC for the purpose of awarding any assignment/publicity services/release of the advertisement for such other matter. Further, empanelment of any Agency shall not prejudice the NHDC's right to avail the services from any other Agency(ies)/ service providers. This RFP is not meant for any Specific Job
- x) NHDC shall empanel a maximum number of agencies for the work. The empanelment shall remain valid for one year from the date of signing the agreement. The empanelment can be extended for one more year on the basis of performance and mutually agreed terms and condition (Subject to their continuation of Empanelment with DAVP).
- xi) NHDC will follow prevailing DAVP rates for the allocation of work. The work for which DAVP rate is not specified, limited tender quotation will be called among the empanelled agencies and the work will be awarded to the lowest bidder.
- xii) NHDC reserves the right to cancel the empanelment of any particular agency or entire panel at any time by giving one month notice or otherwise.
- xiii) NHDC does not make advance payment to advertising agencies towards any activity, including creative, media releases, production, taxes, etc.
- xiv) The Agency shall not assign the project, whole or in part, to any other agency, even to its own subsidiary or parent agency, to perform its obligation, under the work order that may be issued by NHDC to an empanelled agency, without the NHDC's prior consent.
- xv) The Agency should have adequate resources to handle full-fledged multi-media multi-lingual pan- India publicity campaigns.

**xiv) Deficiency in Service / Penalty**

- a) In case there is an error in publication of the advertisements as compared to the text material of the advertisement provided by NHDC, Agency shall arrange to publish the corrigendum immediately, under advice to NHDC, at its own cost.
- b) In case it is observed by NHDC that the work performed by the Agency is not as per the required standard or specified quality, the Agency will be served with the written notice to that effect calling upon to improve its performance. If the Agency's performance is found unsatisfactory even after issuance of such a notice, it will not be allotted any work on next three occasions as and when their turn comes up in rotation, if applicable.

- c) NHDC shall have the right to terminate the empanelment of the defaulting Agency(ies), if it deems necessary.
- d) NHDC reserves the right to blacklist/de-list an applicant for a suitable period in case the Agency fails to honour its proposal without sufficient grounds.

**xv) Non-Disclosure clause:**

- a) The advertising agencies shall treat all documents, information, data and communication of and with NHDC as confidential.
- b) The empanelled agencies shall abide by the Non-Disclosure clause. Successful agencies shall not, without NHDC's prior written consent, disclose any specification, plan, sample or information or data or drawings /designs furnished by or on behalf of NHDC to any person other than a person employed by the Agency in the performance of the work.
- c) Disclosure to any such person employed by the agency shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.

**xvi) Force Majeure**

Neither party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any government authority, delay in obtaining licenses or rejection of proposal under the statutes, fire or floods.

**xvii) Special conditions**

In case the date fixed for opening of proposals is subsequently declared as holiday, the revised schedule will be notified. However, in absence of such notification, the proposals will be opened on next working day with the time and venue remaining unaltered.

**xviii) Settlement of dispute by arbitration**

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any reenactment ( s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be New Delhi.

**xix) Governing Law**

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

## **GENERAL CONDITIONS**

- (i) The general condition shall apply in contracts made by the NHDC for availing the services of empanelled agency.
- (ii) The agency (ies) empanelled shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. The Agency shall abide by all code of the Advertising Agencies Association of India (AAAI), Indian Newspapers Society (INS) and The Advertising Standards Council of India (ASCI) and shall maintain the highest standards of advertising principles. Agency shall keep informed the NHDC about any change in accreditation status of the agency with INS, IBF, Doordarshan, AIR etc.
- (iii) All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the NHDC shall be with the NHDC unless otherwise stated explicitly & agreed by the NHDC's at the time of accepting the layout. The agency shall indemnify the NHDC against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc incurred by the NHDC.
- (iv) In the event of any actions being contemplated or instituted against the NHDC, for alleged infringement of any intellectual property right or other statutory or common law rights, the NHDC reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the NHDC any of the commission already paid to the Agency or any other loss that might be incurred by the NHDC.
- (v) The NHDC through its authorized officers shall have right to inspect the services regarding conduct of agencies. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency (ies).
- (vi) NHDC reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with the NHDC.
- (vii) NHDC reserves the right to blacklist an agency for a suitable period in case the agency fails to honour its bid without sufficient grounds.
- (viii) The empanelled agency (ies) shall ensure secrecy of Advertising related brief, other data which is shared, its findings & recommendations etc. The agency or their personnel shall not disclose any confidential information pertaining to the NHDC which are disclosed to them during the course of briefing or any discussion or acquired by the agency, which is available with the NHDC as a result of any study or surveys commissioned, to any third party without prior permission of the NHDC.

- (ix) The empanelled agency (ies) shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible.
- (x) In case NHDC desires the advertisement or other services to be published/ broadcasted in any other regional languages, free translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.
- xi) It shall be obligatory on the part of agency to share the sources of secondary data, primary data, NHDC's interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.
- (xii) Tender Fee (Non-refundable) of Rs.2,000/- (Rupees Two Thousand Only) in form of Demand Draft favoring "National Handloom Development Corporation Ltd" payable at Gr. Noida is to be submitted along with the application. The Earnest Money Deposit (EMD) for the application related to Empanelment of Agencies shall be Rs.1,00,000/- (Rupees One Lakh Only) by Bank Guarantee favouring "National Handloom Development Corporation Ltd" payable at Gr. Noida is also to be submitted along with the application. The EMD shall be refunded to the unsuccessful Agencies without any interest liability. Application submitted without Tender Fee & EMD will not be entertained.
- (xiii)The Agency (ies) empanelled shall not use the name of the NHDC or its logo to promote their business without prior permission.
- (xiv) All advertising material to be released on behalf of National Handloom Development Corporation Ltd. and should be duly approved by the Competent Authority (ies) of the NHDC. The NHDC shall make every effort to put instructions and approvals in writing. Where those are conveyed orally, agency shall require to get it confirmed immediately from the NHDC, in writing to avoid disputes.
- (xv)Arrangement/Procurement of image/human faces/characters/insignia etc. for the purpose of utilizing them in Advertisements(s) shall be the responsibility of the Agency/Company. NHDC shall not pay anything for such things. No dispute can be raised against the NHDC in such matters by the agency or any third party. The agency shall be solely responsible for compensation etc., if any, imposed by any court or Forum in any such matter.

## ANNEXURE 1

### LIST OF DOCUMENTS TO BE ATTACHED WITH TENDER

The following are the documents in support of eligibility for Empanelment of multi-media agencies and other details as required for consideration of our Proposal Eligibility Criteria Description:

S. No.	Documents to be Enclosed
1	Copy of proof of agency (ies) Empanelled with DAVP as Multi-Media.
2	Copy of proof of agency accreditation from Indian Newspaper Society (INS)(mandatory) and any two of the following for last 03 years: a) Advertising Standards Council of India (ASCI) b) Prasar Bharti accreditation for Doordarshan and All India Radio c) Advertising Agencies Association of India (AAAI).
3	Copy of Legal Status of the Agency. Any one of the following: a) A company/firm having registered office in India and incorporated or registered under The Indian Companies Act 2013, b) Partnership firm under Partnership Act 1932, c) Sole Proprietor-ship under the Societies Registration Act 1860. d) If registered under any other act(s) in India, please provide details
4	Copy of valid PAN and GST registration
5	Copy of Balance Sheet of Financial years- 2018-19, 2019-20 and 2020-21 duly certified by Chartered Accountant.
6	Self-Declaration by Agency that they are not blacklisted/de-listed by any Central/State Government/Public Sector and not found guilty/penalized by any court.
7	Copy of proof in the form of document and declaration, having full-fledged office(s) at Delhi/NCR with the state-of-the- art infrastructure and manpower including creative team (in case of emergency) to support timely service for activities within the scope of work.
8	Copy of Proof to handle development of creative, Designing and Co-ordination with production houses for production of short films, TV, Radio/Outdoor/Print/Internet etc. in the form of Job order/Work order/Agreement/completion certificate for each specific job.
9	Whether involved in any litigation or any legal, criminal, civil, taxation and other cases pending against the Agency/Directors/Proprietors etc. If yes, give details, including details of conviction, if any.
10	Agency should have the ability to serve the requirements of all the NHDC establishments. (As per Annexure A)
11	Copy of proof for payment of EMD and copy of bid document cost.
12	Submit documents in compliance of Technical Criterion/Bid (as per annexure -3)

Note: NHDC reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents. NHDC decision in this regard shall be final and binding on all. An agency, which has been empanelled, may be removed from the panel in case it is observed that the agency has submitted incorrect documents/declaration during/after the empanelment process.

## ANNEXURE 2

### DETAILS OF THE AGENCY

1.	Name of the Agency			
2.	Address of the Registered Office with contact person(s), Telephone nos., Mobile no., email ids			
3.	Legal status of the agency (Company Public Ltd./ Pvt. Ltd./ Partnership etc.)			
4.	Details of incorporation of the agency	Date		
		Ref:		
5.	Accreditation details with various organizations	1. 2. 3. (Use more space, if have more accreditation.)		
6.	Valid GST registration no. (GST)			
8.	Permanent Account Number (PAN)			
9.	GST Registration No.			
10.	Name and Designation of the authorized signatory			
11.	Address of Branch Offices with Contact Person(s), Telephone nos., Mobile No., email ids.			
13.	Telephone No. (with STD code)			
14.	Mobile no. and E-mail id of the contact person			
15.	Fax No. (with STD code)			
16.	Website address			
<b>Financial Details (as per audited Balance Sheets) (in ` Cr)</b>				
a.	Year	2018-19	2019-20	2020-21
b.	Net Worth			
c.	Turnover			
d.	Operating Profit			

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, NHDC has the right to remove our name from the panel with immediate effect and NHDC decision in this regard shall be final. We understand and agree that the empanelment does not obligate NHDC in any manner



and NHDC has the right to omit the name of the Agency from the approved lists at its sole discretion at any time during the term of the empanelment.

Date\_\_\_\_\_

Signature\_\_\_\_\_

Place\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_  
(Please affix rubber stamp of your Agency)

### ANNEXURE 3

#### TECHNICAL CRITERION/BID

S.No.	Evaluation Criterion	Marks	Total Marks
1	Annual Turnover of Multi Media Agency (ies) from major business involving advertising & related areas should be Rs.5 crore and above for each of the preceding three years. (20 Marks)	05 to 10 crore = 10 Marks >10 crore to 15 crore= 15 Marks > 15 crore = 20 marks	20 Marks
2	In relevance to the scope of work, numbers of Projects/Campaign handled and successfully completed in last three years in Domestic and overseas market in last year*. (60 Marks)	<b>Print:</b> Upto 5 Project = 05 Marks > 5 Project = 10 marks	10 Marks
		<b>TV:</b> Upto 5 Project = 05 Marks > 5 Project = 10 marks	10 Marks
		<b>Radio:</b> Upto 5 Project = 05 Marks > 5 Project = 10 marks	10 Marks
		<b>Internet/SMS (Incl. Social Media):</b> Upto 5 Project = 05 Marks > 5 Project = 10 marks	10 Marks
		<b>Outdoor:</b> Upto 5 Project = 05 Marks > 5 Project = 10 marks	10 Marks
		<b>Event/Exhibition:</b> Upto 5 Project = 05 Marks > 5 Project = 10 marks	10 Marks
3	Experience in Handloom/ Textile/ Similar field work like Khadi, Handicrafts etc. of minimum 03 projects in last 03 years. (10 Marks)		10 Marks
4	At least 02 National Level Award for creative media job/work. (10 Marks) (Appreciation letter will be considered)	Upto 2 Project = 05 Marks > 2 Project = 10 marks	10 Marks

**\*Work experience in field of Creative/Designing will be considered.**

**Integrity Pact (Format for Affidavit)**  
(On the letterhead of the Agency duly stamped and signed)

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that our Agency:

1. Does not owe any money beyond 60 days to any other media house.
2. Has not been blacklisted/de-listed by any of the Central /State Government /Public Sector Undertakings /Public Sector Banks/any regulatory institution in the past 3 years.
3. Does not have any legal, civil, criminal, taxation and other cases pending against the Agency that may have an impact affecting or compromising the delivery of services required.
4. Has the ability to handle development of creative content for print and co-ordinate with production houses for production of short films, TV, Radio etc.
5. Has the ability to serve the requirements of all the establishments of NHDC.

(AUTHORISED SIGNATORY) NAME:

DESIGNATION:

**Format of Bank Guarantee for Earnest Money Deposit (EMD)**

BG No.

Date:

1. In consideration of you, National Handloom Development Corporation Ltd., A Government of India Undertaking, Ministry of Textiles, Wegmans Business Park, 4<sup>th</sup> Floor, Sector Knowledge Park – 3, Surajpur Kasna Road, Greater Noida- 201306 (hereinafter referred to as the

“Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the

“Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for Empanelment of Multi-Media Agency (ies) for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as “Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made

on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency

except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.