
RFP No. 10/24/2019-Census (Media)

RFP Document for selection of a Professional Communications
Agency

REQUEST FOR PROPOSAL
(RFP)

For selection of a Professional Communications Agency for Census 2021

DATA SHEET

1	Name of the Client : Office of Registrar General of India (ORGI), West Block 1, R K Puram, New Delhi.
2.	Electronic tender are to be submitted on e- tendering portal www.eprocure.gov.in . which can be accessed using URL https://www.censusindia.gov.in
3	The hard copies of the documents (EMD) etc. are to be submitted to Ms. Sandhya Singh DRG (Media) Office of the RGI, West Block 1, R K Puram, New Delhi-110066
4	Date & time of opening of Technical Proposals: 22.01.2020 at 3.00 PM , at Office of the RGI, NDCC Building, Jai Singh road, New Delhi-110001. The presentation on technically qualified bidders will be made on 05.02.2020 at Office of the RGI, West block 1, R K Puram, New Delhi-110022
5	Date & time of Opening of Financial Proposals: Financial Bids shall be opened after short-listing suitable agencies on the basis of Technical Proposals.
6	Venue for all meetings will be – conference room (ground Floor) Office of the RGI, West block 1, R K Puram, Delhi-110022. If there is a change in the Venue for opening of Technical and financial bids, it will be intimated later.
7	Pre bid meeting will take place on 08.01.2020 at 3.30 PM at <i>conference room (ground Floor) Office of the RGI, West block 1, R K Puram, Delhi-110022</i>
8	Last date and time for receiving queries online or through e mail/ letter is 10.01.2020 at 3.30 PM.
9	Last date & time for submission of Bids online is upto 2:00 PM of 21.01.2020.

Disclaimer

1. This RFP document is neither an agreement nor an offer by the Office of Registrar General of India, Ministry of Home Affairs, Government of India (hereinafter referred to as ORGI) 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. *ORGI* 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 *ORGI* 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 *ORGI* 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. *ORGI* will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract) , 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 *ORGI* or their employees, any Media Agency or otherwise arising in any way from the selection process for the Assignment. *ORGI* 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. *ORGI* will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that *ORGI* is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and *ORGI* 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. *ORGI* 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. *ORGI* accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. *ORGI* reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP will be made available on the website of *ORGI* and CPPP portal.

SECTION I: BACKGROUND

CENSUS OF INDIA : 2021

The Indian Census has a rich tradition and enjoys the reputation of being one of the best in the world. The first Census in India was conducted in the year 1872 non-synchronously. In the year 1881, a Census was taken for the entire country simultaneously. Since then, Census has been conducted once in every ten years, without a break in spite of several adversities like wars, epidemics, natural calamities, political unrest, etc. The last census was conducted in 2011 and the next round of census, which would be the 16th census in the country and the 8th since Independence, is due in 2021. Census taking in India being a huge and time bound exercise of national importance, various preparatory activities like compilation of jurisdictional changes of administrative units occurred after the Census 2011 and preparation of rural-urban frame for Census 2021, consultation with various Ministries with regard to the census questions and deliberations in the Technical Advisory Committee (TAC) for addressing the related issues etc. are already in the pipeline.

Legal Authority

2. In India, the Population Census is a Union Subject (Article 246) and is listed at serial number 69 of the Seventh Schedule of the Constitution. The Census Act, 1948 forms the legal basis for the conduct of Censuses in Independent India. Although the Census Act is an instrument of Central Legislation, in the scheme of its execution the State Governments provide the administrative support for the actual conduct of the Census. The duties and responsibilities of those forming part of the census hierarchy have been laid down in the Census Rules, 1990.

3. The important provisions in the Census Act, 1948, which empowers the Census Authorities to accomplish this gigantic task in a time bound manner are highlighted below:

- In exercise of the powers conferred by Section 3 of the Act, the Central Government by notification in the Official Gazette, declares its intention of taking a census and there upon the census is taken;
- Under Section 4 of the Act, the Central Government appoints a Census Commissioner & Directors of Census Operations to supervise the census taking throughout the country and within states/ Union Territories respectively. Also, the State Governments and its delegated authorities

appoint various officers as census officers to assist/ supervise census taking within their respective jurisdiction;

- Section 11 of the Act specifies penalty provisions for both Census Officers and Public for non-compliance and violation of any of the provisions in the Census Act which hampers census taking;
- Section 15 of the Act guarantees confidentiality to the informants in respect of the individual information furnished by them during census.

4. The ensuing 2021 Census shall be conducted under the aegis of the Census Act, 1948 and the Census Rules, 1990, as amended from time to time, with the active support of the States and UTs.

Reference Date of Enumeration

5. The reference dates of every Indian Census since 1941, except the Census 1971, have remained same and it was 1st March of the census year. In the 1971 Census, it was 1st April, 1971 due to the General election to the Lok Sabha. By following the past practices, the Central Government in exercise of the powers conferred by section 3 of the Census Act, 1948, has already declared its intention that a census of the population of India shall be taken during the year 2021. The Government Notification No. S.O. 1455 (E) dated 26th March, 2019 in this connection has already been published in the Gazette of India on 28th March, 2019. As per the Notification, the reference date for the census shall, except for the state of Jammu and Kashmir and snow bound non-synchronous areas of states of Himachal Pradesh and Uttarakhand, be 00.00 hours of the first day of March, 2021. For the state of Jammu and Kashmir and snow bound non-synchronous areas of states of Himachal Pradesh and Uttarakhand, the reference date shall be 00.00 hours of the first day of October, 2020

Phases of Census Operation and Period of Enumeration

6. Like the previous practices, the census operations are to be conducted in two phases, viz., Phase I: House listing Operations (HLO) and Phase II: Population Enumeration (PE). The first phase (HLO) of census 2021 shall be conducted in a month's time during April-September, 2020 as per the convenience of the concerned State/UT. Besides providing an unambiguous frame for the PE, the HLO would capture and provide a variety of data on housing condition, household amenities and assets possessed by the households. The second phase (PE) shall be conducted during 9th to 28th February, 2021 throughout the country, except the state of Jammu & Kashmir, snow bound areas of Himachal Pradesh and Uttarakhand, followed by a Revision round from 1st to 5th March, 2021. For the snow bound areas of these three states, PE shall be conducted during 11th to 30th September, 2020 followed by the Revision round from 1st to 5th October, 2020.

Place of Enumeration

7. The census in India is conducted by following an extended de facto method of enumeration i.e., to count all persons available at a place during the enumeration period of 20 (twenty) days from 09th February to 28th February of the census year and any normal member(s)/household(s) who were away from their place of normal residence for these 20 days is/are to be excluded and is/are to be counted at their places of availability. The count is then updated to the reference date and time, by conducting a Revision Round. In the Revision Round, any changes in the entries that arise on account of births, deaths and migration between the time of the enumerators visit and the reference date/time is noted down and the record updated.

8. Like the previous censuses, the following persons will be eligible for enumeration in each household irrespective of age, sex and relationship:

- a) All those who normally reside and are present in that household during the entire period of enumeration, i.e., from 9th February to 28th February, 2021 (both days inclusive);
- b) Also those who are known to be normally residing and had actually stayed during a part of the enumeration period in the household (9th February to 28th February, 2021) but are not present at the time of visit of the enumerator;
- c) Also those who are known to be normally residing in the household and are not present at the time of the enumerator's visit but expected to return by 28th February, 2021; and
- d) Visitors who are present in the household censused by the enumerator and expected to be away from the place(s) of their normal residence during the entire enumeration period. For the purpose of enumeration

such visitors will be treated as normal residents of the household where they are actually found during the enumeration period provided they have not been enumerated elsewhere.

Methodology for Data Collection

9. Since the inception of Census exercise in India in 1872, the census data have been collected in the method of “Paper Assisted Personal Interview” (PAPI) in which an enumerator visits every household and records the responses on a paper questionnaire on the basis of the personal interview with the respondent. Although the Census of India has always been striving to adopt the most feasible options for data finalization, digitization and processing of voluminous census data has always been a challenge.

10. The 1st Census in the 21st Century, however, adopted the Intelligent Character recognition (ICR) technology, which was a combination of Optical Character (OCR), Optical Mark Reader (OMR) and Handwriting Recognition limited to Arabic Numerals. As a result, Census 2001 Population Census Abstract (PCA) was released within 4 years of Census taking place. Likewise, improved ICR technology was used in the Census 2011 and this could result in release of the Primary Census Abstract (PCA) within 2 years of Census taking as all numerically recorded responses on scannable paper schedules for 122 Crores individuals got digitized within a period of Eighteen months. However, almost 3 to 6 years were consumed in digitizing the open descriptive responses recorded on scannable paper schedules in sixteen languages for the data items namely; Relationship, Religion, Schedule Caste/Schedule Tribe, Mother Tongue & Other two languages known, Highest educational level attained, Occupation, Nature of industry, Sub-items of migration by place of birth and place of last residence (village/town, district, state/country). This delay can be partly attributed to non-availability of ICR engines to recognize handwritten material in Indian Languages/Scripts and the census results were released in a phased manner.

11. The technology for collection of census data has changed to a great extent over the last few years. The other methods used for such data collection in various countries are:

- (i) Computer Assisted Personal Interview (CAPI)
- (ii) Bring Your Own Device (BYOD)
- (iii) Computer Assisted Telephonic Interview (CATI)
- (iv) Computer Assisted Web Interview (CAWI).

12. Shifting from conventional data collection method to any of the above digital methods will no doubt have the following advantages:

- (i) Minimal time requirement for finalization of results etc.

- (ii) Online data cleaning and thus improving the data quality to large extent.
- (iii) May involve lesser cost

13. For the methodological shift from the earlier PAPI to any other digital mode, the following challenges are required to be addressed suitably:

- (i) Huge number of devices are needed just for a period of one month for HLO and twenty five days for PE putting a huge question mark on the reusability of the devices after the exercise;
- (ii) Trained and sufficient manpower in Government and Semi-Government sector to collect data through such devices;
- (iii) Internet Connectivity, Electricity and power backup issues in remote areas;
- (iv) Security/recovery of entered data in case of loss/damage to the device;
- (v) Logistic arrangements for distribution and return collection of the devices in case of a mode other than BOYD;
- (vi) Issues related to online data backup with limited internet penetration etc.;
- (vii) Collection of data in multiple languages and also in descriptive responses;
- (viii) Issues related to data authentication by taking respondent's signature/thumb impression.

14. Keeping in view the challenges for digital Census and the vastness in the Indian census, probably a mix-mode approach, i.e. collection of data either in digital devices or in paper questionnaire as per the enumerator's preference for Census 2021 can be a viable option. The following initiatives are being taken for collection of data during Census 2021:

- (i) Steps already taken to develop 'Code Directory' for descriptive responses pertaining to the questions like Relationship to head, Religion, Scheduled Castes/ Scheduled Tribes, Mother Tongues/ Languages, Educational Level Attained, Occupation and Industries of workers, so that enumerators while recording descriptive responses can also assign codes. This can facilitate coding for the descriptive responses by the enumerators in the field itself;
- (ii) Steps are being taken to develop Android based Mobile App for collection of data during HLO & PE and uploading from the field itself. The said Mobile App shall have built in code directories for all open ended non-standardized questions so as to reduce the overall time

consumed in digitization before further processing of census data. However, App would be adequately tested before going for implementation. The back-up arrangements like provision for paper schedules will also be made in order to meet the unforeseen contingencies;

- (iii) Each enumerator would be incentivized by a fixed amount to use her/his own device (Smart phone), with prescribed specifications, for data collection. This can avoid the problems of purchasing huge number of devices for limited period uses;
- (iv) If any enumerator finds difficulty in using her/his device, then she/he would collect data by using paper schedule and will be required to get the data entered immediately after the completion of field work or in between. The data collected in the field may either be entered on mobile app or through web portal at designated centers. However, the responsibility of correctness in data entry shall purely rest upon the concerned enumerator;
- (v) Provisions shall be made in the App for authentication by the Respondents;
- (vi) Efforts would be made for online self-enumeration by the willing households. To achieve this, a new question on “Mobile Number” (the active mobile number of any member of the household) has been included in the HLO Schedule for sending census communication. Once captured during HLO, the household ID (created on the basis of HLO data) shall be sent on the mobile number for self-enumeration of the household provided the household continues to stay in the same house. A mechanism will also be developed through which the enumerator can ensure that the household has already furnished data correctly online or else the enumerator shall collect data;
- (vii) Special training module shall be developed for training to enumerators on digital data collection;
- (viii) Development of decentralized trouble shooting mechanism;
- (ix) Security concerns and safeguards for data loss or data leakages would be suitably addressed.

Web Based Monitoring and Management

15. Considering the huge size, complexities and involvement of different functionaries at distant geographical locations, it is felt that there is need for a Census Monitoring Portal for monitoring near real time progress. This web

based portal for Census 2021 will provide role based access to all Central/ State Government Census functionaries as well as to the “General Public” to record/view their information. It is proposed that technology (Mobile APP & Portal) may be used for the following purposes during Census 2021:

- (i) Role based Registration/authentication of all census functionaries;
- (ii) Collection of data through Mobile App on android based smart phone with all open ended questions during House listing Operations, Population Enumeration, finalization and uploading of master data up to village/town level along with administrative boundaries at the time of Census taking place;
- (iii) Online authentication of Enumerators/Supervisors;
- (iv) Status of printing and dispatch of all census material to the Charge offices and back to designated ORGI/concerned DCO locations;
- (v) Publicity;
- (vi) MIS reports based on Projects (HLO and PE) and location particulars like (State, District, Sub-district, Town/Village etc.);
- (vii) Release/distribution of material to the census functionaries and financial assistance/ honorarium etc;
- (viii) Graphic view of progress to the extent possible;
- (ix) Full information on the Census Training right from start of census activities, enrollment of type of trainers, conduct of Census, filling up the information on App or paper and till dispatch/receipt to the designated Storage cum Scanning Center. Schedule of training will be published and monitored using the web site. Audio/visual and PDF form of training material will be made available on the portal itself. This module will also provide self-learning tools for the census functionaries.

SECTION II: IEC CAMPAIGN

2.1 Overview

The publicity component in the Census is of tremendous importance in order to generate awareness and ensuring participation of people in the collection of census data. India is a very vast country, it has got socio-economic & cultural differences and, therefore, a media policy which could affect and change the behavior of people is important. Therefore, the media plan and also the media mix should emphasize to reach out all segment of the population. In

the publicity the focus is to educate the common people and also stakeholders about the census, its historical importance, its importance in policy making for the future which will affect all segments of the society as well as the developmental processes in coming years. The coming census would have more technological interventions and, therefore, making people aware about the use of technology and its further implications will make part of the information, education & communication.

Publicity campaign will highlight the need of census, its utility in planning & development, critical issues, like enumeration of girl child, women's participation in work, differently-abled population, etc. A comprehensive media plan and media schedule will be prepared encompassing all the necessary budgetary provisions. The campaign shall be planned in all the 18 languages covering all the major regional dialects. It will also cover the social and cultural prevailing practices of the different communities covering all the available modes of communication. The media plan will be conceptualized and designed by some reputed advertisement agencies. All available modes of campaign like Mass media, different outreach activities, digital and social media and other public relation approaches like street play; puppet shows in fairs/academic exhibitions etc. will be used. Outdoor activities such as posters, banners, hoardings, pamphlets, leaflets and outreach activities like wall painting, bus panel, Van design, Glow sign design, stencil design, standees, bill boards with the message of importance of census 2021. Giveaways like coffee mugs, jackets, T-shirts embedded with Census logo will be distributed among the different census functionaries and other stakeholders.

2.3 Purpose

Effective communication plays a key role in successful design and delivery of projects and services. It is now quite evident that any campaign needs to follow a planned communications strategy to bring about the much needed behavior change among our urban and rural population to make them part of the census process and get everyone counted with accuracy and reliability.

A carefully and scientifically executed communications programme will increase awareness and knowledge of the census and its importance in the planning for developmental projects.

The purpose of creation of communication tools/ materials is very clear. The messages disseminated under various communication media need to bring about awareness on various aspects census 2021 in the country with the aim leaving no one left behind uncounted.

A project of this scale requires the creation of multimedia campaign products targeting various sections of the urban and rural population cutting across cultural, social, religious, economic and geographical barriers. It is therefore imperative that planned, effective and culture centric messages are delivered across various media.

2.4 Target Audience /Stakeholders

- Each and Every Citizen of the Country with special emphasis on economically marginalized and excluded population with focus on Women and Children
- Panchayats and block level officials as enumerators and charge officers.
- Municipal corporations at city levels
- NGOs, Civil Society Organizations, Youth Groups, SHGs. Women's groups etc.
- Academic Institutions and corporate houses etc.

2.5 Objectives

- Effectively create and deliver the messages on various aspects of Census and National population register to all Target audience/ Stakeholders
- Expand visibility of *Census 2021* by way of effective branding across various platforms with special focus on building and use of toilets and effective waste management.
- Bring about a behavior change in the mindset of people across states, religions and communities regarding the benefits of giving correct information to the enumerators by linking it to perspective health, economic productivity, pride and well-being schemes and its implementation.
- Information regarding range of technologies, appropriate designs and costs to be communicated
- Create a buzz around Census 2021 and NPR 2020.

2.6 Scope of Work for agencies: The key focus would be to create design/produce awareness and publicity material about *Census 2021/NPR* and its activities, goals and objectives. The agencies are required to create or Dub the Audio visual/ Print / Outdoor/ Digital communication material in 16 regional languages plus hindi & English (as the case may be) for *ORGI* to undertake a 360 degree Media Campaign. **Activities in point 2.7 are illustrative and can be developed further in consultation with ORGI, MINISTRY OF HOME AFFAIRS.**

2.6.1 Work closely with the *ORGI* in developing creatives as per media strategy

2.6.2 Understand the various facets of the *Census / NPR* clearly and build communication around existing interventions and approaches as mentioned in the introduction given above. The focus should be to communicate to various target audience in a creative manner and establish credibility of the message as per objectives.

2.7 Translation work

2.7.1 Translate all creatives- print, and audio visuals into major Indian languages (16 languages)which means reading through original material and rewriting it in the target language ensuring that the meaning of the source text is retained (Mix of translation, localization and copy writing, where the text is culturally and linguistically adapted to suit the reader).

2.7.2 Proof reading and editing finally translated versions; Providing *ORGI* with a grammatically correct, well-expressed final version of the translated text, usually as a word-processed document.

2.7.3 Adaptation of creative (brochures, pamphlets, eBooks, posters, handouts, SMS, Voice Overs for TVCs, Films etc.) in regional languages according to cultural background.

2.8 Scope of work expected to be undertaken by Communications agencies

1. Translation of three 60 seconds video spots and three 30 seconds spots on Census & NPR themes in 16 regional languages.

2. Translation of six audio spots in 16 regional languages.
3. Creation of a Census Anthem and its dubbing in 16 regional languages.
4. Creation of two video spots and two audio spots one each on Census & NPR know-hows and its dubbing in 16 regional languages.
5. Creation of a small documentary on Census 2021.
6. Translation of 12 print advertisements and 12 celebrity appeals in 16 regional languages.
7. Any incidental/peripheral work in addition to above specified job on same cost and terms of conditions.

3. SECTION III: ELIGIBILITY CRITERIA

3.1 General Eligibility

- The category A Multi Media creative agencies who are in BOC's panel. (Please see BOC's website www.davp.nic.in for detailed criteria and guidelines.)
- Should not have been blacklisted/debarred/suspended/ by any Ministry/Department of State or Central Government/PSU (A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal.)

3.2 Other Information

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

3.2.2 The client servicing team of the agency (a team of at least two creative executives) must be available at the call of the *ORGI* office.

3.3 Earnest Money Deposit (EMD)

The applicant is required to submit EMD in the form of a Demand Draft (DD) in favor of PAO, Census, New Delhi" of an amount of

Rs. 15,00,000/-. EMD will be kept in envelope with the covering letter. Application without EMD will be rejected. EMD shall be returned after selection process is over except for the selected agency.

3.4 Instructions to Applicants

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

- 1 Covering letter on agency's letter head duly signed and stamped.
- 2 Documents and other details for purpose of technical evaluation (CD/ pen drive for the purpose of AV materials, original published materials for Translation works)
- 3 Declaration in the format given in **Annexure I**
- 4 Details of Qualification criteria as given in **Annexure II**
- 5 EMD of specific amount as per details mentioned in para 3.3
- 6 Any other supporting information that is relevant to proposal
- 7 Copy of the letter of Empanelment received from the BOC

All documents must be properly marked. The response to RFP should be submitted online in the CPP portal.

3.5 Disqualification

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

- i. Submitted the application after the response deadline;
- ii. Appear to have 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 convicted in any litigation with Government of India or any state

Govt./PSUs etc.

4. SECTION IV- EVALUATION AND SELECTION PROCEDURE

In order to select creative media agency, *ORGI* will constitute an Evaluation Committee to evaluate the proposals submitted for detailed scrutiny in a two bid evaluation process. The committee will evaluate Technical Bids and Financial Bids. During evaluation of proposals, *ORGI* may, at its discretion, ask the bidders for clarification on their applications.

4.1 Preparation of proposal

Agencies are required to submit a Technical proposal and a Financial Proposal as specified below.

4.2 Technical Proposal

The Agencies are expected to provide the Technical Proposal as specified in this RFP Document.

4.3 The Technical Proposal shall contain the following:

- i. Letter of Technical Proposal Submission;
- ii. Details with documentary support of 360 degree creative designing and production for pan India multi –media advertising campaign involving Electronic, Print, Outdoor, Digital media.
- iii. Profile and track record of the agency including experience of handling various clients/ both corporate and government.
- iv. Audio Visual concept & Approach Paper- for *Census 2021* based on the understanding of objectives.
- v. Proof of assignments conducted in recognized Hindi/English and regional languages of India (Copies of work order/ Certificate from client)
- vi. Infrastructural support available with the agency to carry out a pan India campaign including studios, translation facilities, digital network backup, manpower at disposal and other key attributes

- vii. CVs of professionals to be deployed in the campaign
- viii. An undertaking on the letterhead of the agency signed by an authorized signatory that the agency will undertake the assignment in accordance with the scope of work and deliverables detailed in the RFP document and at the cost submitted by the agency in the financial proposal (the cost is not to be indicated in the undertaking).

4.4 The Technical Proposal shall not include any financial information.

4.5 Financial Proposal

In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document.

4.6 Letter of Financial Proposal should include:

- a. Unit cost of the project deliverables.
- b. Break-up of costs for each of the items of work listed in the Scope of work under 2.8 of this RFP document to be submitted.
- c. Cost for any other element, which is not specified in the **Scope of work and deliverables of this RFP document** and is considered relevant for the concept execution by the RFP participant must be highlighted separately.
- d. Taxes / GST as applicable in India will be paid as per actual and the same are required to be indicated in the financial bid clearly.
- e. The cost quoted will be firm and fixed for the duration of performance of the contract including the extendable period. At no point of time will any deviation from the quoted rate be entertained by *ORGI*.
- f. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

4.7 Submission of Proposals

The e-tender is invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit their bids "by visiting the Govt. of India, Central Public e-Procurement (CPP) Portal i.e. <https://eprocure.gov.in>. The bids will be accepted as e-tender only i.e. the tenderers will submit their bids on the e-Procurement Portal (module of NIC), in an encrypted format. Possession of valid Digital Signature Certificate (DSC), valid e-mail address and registration of the firm on the Government of India, Central Public e-Procurement (CPP) Portal i.e. <https://eprocure.gov.in> are prerequisite for e-tendering. Vendors / Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet.

- a) Late and delayed Bids / Offers after due date and time shall not be permitted in e-Tendering system. No bid can be submitted after the last date and time of submission is over. (However if bidder intends to revise the bid already submitted, they may change and revise the same on or before the last date and time of submission of bid). The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- b) Bidders are advised in their own interest to ensure that bids are uploaded in e-tendering system well before the closing date and time of bid.
- c) No bid can be modified after the deadline for submission of bids. No manual bids / offers along with electronic bids/ offers shall be permitted. Bidders must submit online offers by the date and time mentioned in the Notice Inviting Tender (NIT) at the website address stated therein.
- d) Each E-Tender will provide access to Technical as well as Commercial part of the tender. Along with the Commercial part, Bidders can attach the required documents with the bid in line with the Tender.
- e) The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps.
- f) The bid has to be submitted online only. However EMD has to be submitted offline. Prices should not be submitted offline. ORGI shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Physical Bids will not be accepted. All such physical Bids shall be considered as invalid offers and shall be rejected summarily without any consideration.
- g) Price Bid shall contain only price as per Schedule of Rates (in form of an excel sheet) without any condition. The lump sum rate along with tax and other components shall be filled up in figures and the total amount shall

be automatically calculated and rounded off to the nearest rupee. It is to be noted that the Price Bid shall contain only PRICES and no conditions whatsoever. The bid shall be uploaded through Digital signatures by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.

- h) It is advised that the bidder upload small sized documents (preferably upto 5 MB) at a time to facilitate in easy uploading into e-tendering site. ORGI does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

5. Evaluation Process:

Scrutiny of eligibility criteria mentioned in 3.1 for responsiveness to the RFP will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled and all relevant papers submitted and whether the response to RFP is generally in order. The Evaluation Committee can seek additional information from the applicants, if needed. The response to the RFP not conforming to requirements, financial turnover requirement, office location and past work record will be rejected.

5.1 The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee. And subsequently opening of the financial Bid (Of the agencies, who qualify in the technical bids evaluation).

5.2 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. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.

5.2.1 The qualifying score will be 80 marks out of 100. Financial Bids of only those agencies who qualify in the technical evaluation will be opened. The financial evaluation would be done on the cost basis i.e Lowest cost bidder wins.

5.2.2. Technical Evaluation

CATEGORY	POINTS
1. SPECIFIC EXPERIENCE OF THE FIRM RELEVANT TO THE ASSIGNMENT	
* Similar experience (similar type of works done for Social sector etc) of 10 years and above of the agency in developing Mass media communication campaigns.	15
* 10 years and above experience in branding, campaign designing & identify material	15
* At least one campaign of development sector especially focused on social campaigns in last 5 years	15
2. METHDOLOGY	
* Proposed work/implementation plan, (as per para 2.8) i.e. how the bidder will undertake each task, is/are person/s assigned for each task across different assets (Print material, Outdoor materials; Electronic materials and Social Media Engagement strategy & plan), quality assurance mechanisms for this assignment,	10
* Time-schedules for implementation;	5
* Risk assessment - recognition of the risks/peripheral problems and methods to prevent and manage risks/peripheral problems	5
3. PROPOSED TEAM and ORGANIZATIONAL CAPACITY	
* Team leader: Relevant communication management experience of min 10 years	1
* 5 core team member's including translator and designers (3 points each)	15
Organization's in house capacity in language dubbing and translation	10
TOTAL MARKS	100

For information on Census 2021, please visit [WWW. Censusindia.gov.in](http://WWW.Censusindia.gov.in) for more details.

5.3 Financial Evaluation: In this process, the financial proposal of ONLY the Agency/Agencies Qualifying the Technical Evaluation process shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time will be sent by registered letter, facsimile, or electronic mail.

5.3.1. Break-up of costs (As per Annexure-III) for each of the items of work listed in the Scope of work under 2.8 of this RFP document to be submitted with a total cost under Financial Proposal.

5.3.2. L1 bidder would be selected as per column 4 of table at Annexure 3.

5.4 Engagement

5.4.1 Agency shortlisted for selection will be required to sign an agreement with *ORGI* accepting the terms and conditions laid down by *ORGI* (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.

5.5 Allocation of work

5.5.1 The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.

5.5.2 All advertising releases will be carried out by *ORGI*.

5.5.3 The *ORGI* may at its own discretion allocate some work to any of other agency at a time depending on the quantum and criticality of work.

5.5.4 The media 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 with 10 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.

5.5.5 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 *ORGI*. In the event of any stock footage or music, agency must use lawful licensed stock and the license must be provided to *ORGI*, Ministry of Home Affairs, by the agency.

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

5.5.7 In case, *ORGI* does not find the creative of the agency up to its satisfaction, the client reserves its right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.

5.5.8 *ORGI* is not liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs prepared by the agency but not approved. The agency will not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.

SECTION 6:

GENERAL CONDITIONS

6.1 Penal ties

6.1.1 In case of delay in execution of the assigned work by the agency, *ORGI* may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%).

6.1.2 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 *ORGI*), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agency and *ORGI* decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agency. This shall be without prejudice to other remedies available under law and the agreement with *ORGI*.

6.2 Performance Bank Guarantee (PBG)

The successful agencies shall at its own expense deposit with *ORGI*, within a week of the date of notice of engagement unconditional and irrevocable

Performance Bank Guarantee (PBG) from a nationalized bank in the form of Fixed Deposit Receipt (FDR) with lien marked to *ORGI*, New Delhi against advance payment for any assigned work. The PBG will be payable on demand, for the due performance and fulfillment of the agreement and be valid beyond three months of the period of selection. The amount of the PBG would be 10% of the bid value.

SECTION VII: GENERAL TERMS AND CONDITIONS

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

7.1 Nativity

The organization must be registered in India.

7.2 Relationship

a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “*ORGI*” and the “applicant”. No partnership shall be constituted between *ORGI* and the applicant by virtue of this engagement 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 engagement a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

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

7.3 Right to rejection and Right to annulment

ORGI reserves the right to reject any request for engagement and to annul the engagement process and reject all such requests at any time prior to engagement, 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.

7.4 No obligation

Selection with *ORGI* does not guarantee that any or all applicants shall be awarded any project / assignment as a result of this selection.

7.5 Fraud and Corruption

ORGI 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:

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

7.5.1 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 *ORGI* or any personnel during the tenure of engagement.

(b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to *ORGI*, and includes collusive practice among applicants (prior to or after Proposal submission designed to establish proposal prices at artificially high or non-competitive levels and to deprive *ORGI* of the benefits of free and open competition.

(c) "Unfair trade practices" means supply of services inferior or different from what is ordered on, or change in the Scope of Work which was agreed to.

(d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of engagement.

(e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of *ORGI*, designed to establish prices at artificial, non-competitive levels;

ORGI 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 selection.

7.5.2 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 selection the process may result in the rejection of their application.

7.5.3 Governing Language

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

7.5.4 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.

7.5.5 Frequency of Selection

ORGI shall select agency for one year. The engagement duration may be extendable by one year, at the sole discretion of *ORGI* on same terms & conditions.

7.5.6 Advertising and Promotion

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

7.5.7 Indemnity

The applicants will indemnify *ORGI* against any misuse of *ORGI* Name, Brand Name and Census 2021 Logo. For any misuse of *ORGI* name and logo, the applicant themselves will be held responsible. *ORGI* will take necessary legal and other actions for such cases. *ORGI* 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.

7.5.8 Termination / Withdrawal

a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.

b. *ORGI* reserves the right to withdraw/ terminate selection of applicant in any of following circumstances:

- i Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization
- ii Information provided to *ORGI* is found to be incorrect;
- iii Selection conditions are not met within the specified time period;
- iv Misleading claims about the selection status are made;
- v Clear evidence is received that selection agency has breached copyright laws/ plagiarized from another source;

c. If the agency does not execute the contract to the satisfaction of *ORGI*, as mutually identified and agreed upon between *ORGI* and the agency, then *ORGI* may invoke any or all of the following clauses.

- (i) Forfeit the Performance Guarantee amount
- (ii) Terminate the contract without any liability of *ORGI* towards the select agency.

7.5.9 Only one application

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

7.5.10 Amendment

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

7.5.11 Disclaimer

(i) This RFP is not an offer by *ORGI*, but an invitation to receive responses from eligible interested applicants as professional communications agencies for the *ORGI*. *ORGI* will select applicant who secures maximum marks after fulfilling the eligibility criteria. No contractual obligation whatsoever shall arise from this process. 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 *ORGI* is not provided by applicant, *ORGI* may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence,

responsibility for providing information as required in this form lies solely with applicant.

7.5.12 Binding Clause

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

7.5.13 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.

7.5.14 Agency's Obligations

- a. The Agency is obliged to work closely with *ORGI* staff, act within its own authority and abide by directives issued by *ORGI*.
- b. The Agency will abide by the job safety measures prevalent in India and will free *ORGI* 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 *ORGI* responsible or obligated. This includes copy right violations by the agency.
- c. The Agency is responsible for managing the activities of its personnel or sub contracted Personnel and will hold itself responsible for any misdemeanor.
- d. The Agency will treat as confidential all data and information about *ORGI* 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 *ORGI*.

7.5.15. Fairness and good faith

- a. Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- b. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of

the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

7.5.16. Settlement of Disputes

a. Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute that arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause 8.2 shall become applicable.

b. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator appointed by the Secretary of the Ministry of Drinking Water and Sanitation, Government of India. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

c. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

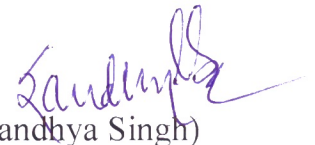
d. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall State the reasons for the award.

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

8.7 *ORGI* reserves the right to make necessary modification to the selected artwork, concept, etc. in consultation with the communications agency.

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

8.9 *ORGI* also reserves the right to employ any other agency for this or same type of job.



(Sandhya Singh)

Deputy Registrar General

E-mail: sandhya.singh@nic.in

Phone: 011-26100678

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

DECLARATION

1. 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, Application of my agency may be liable to be debarred from selection.
2. I permit *ORGI* to inspect my records to ascertain the above facts at any point of time.
3. I permit *ORGI* to cross check the above facts from any other source.
4. I or my authorized representative, if required by *ORGI*, would make a presentation at my own cost.
5. I will abide by the decision of *ORGI* whatsoever.
6. I have read & understood the RPF and agree to all the terms & conditions stated therein.

SIGNATURE.....

Full name and designation:.....

Date:.....

(Seal of organisation)

ANNEXURE II: Qualification Criteria

Sl no	Description	Detail
1	Certificate of Registration	<p>The firm should possess and furnish certificate of registration, in India.</p> <p>It should also provide the PAN & GST registration.</p> <p>Submit other documents in support, as and when required in addition to above.</p>
2	Accountant/Statutory Auditors	Submit the audited balance sheet FY 2017-18 or the latest year.
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/ suspended/ banned from business dealings by any Ministry/Department of State/Central Government/ PSU OR convicted in any litigation as on date of filing response to this RFP	Submit the declaration duly signed by authorized Signatory.

6. Five best projects (at least one government and one private), the final creatives, images, photographs, completion certificate, work order etc.

Sl no	Name of client	Sector	Year	Value of work
1				
2				
3				
4				
5				
6				
7				

(Please submit the relevant case study in the format Objective, coverage, strategy, Media mix, outcome)

7. Office locations with address

Sl no	Metro cities	Other cities
1		
2		
3		
4		
5		
6		
7		

Signature.....
 Certified By, in the capacity of.....
 Duly authorized to sign Proposal for
 And on behalf
 of.....
 Date.....
 Place.....

Annexure III					
S. No	Media	Deliverables	Cost per unit in	GST in %	G Total (Incl.)
(1)	(2)	(3)	(4)	(5)	(6)
(a)	TV (Digi Beta Format) + HD Format	30 sec			
		60 sec			
		Edits of 10/15 secs each.			
		Editing/adding super			
		Dubbing per language			
		Total cost for TV			
(b)	Radio Spot	10/20/30/40/60 secs			
	Radio Jingles	10/20/30/40/60 secs			
	Language version (per language)	10/20/30/40/60 secs			
	Total cost for Radio				
(c)	Mobile	SMS message of English 160 Character per SMS			
		SMS message of Hindi 70 Character per SMS			
		Total cost for Mobile			
(d)	5 Celebrity endorsement	Translation per language			
		Total cost for all endorsements (16 languages)			
(e)	Documentary	Cost of 60 min			
		Cost of 30 min			
		Cost of 5 min			
		Total cost for Documentary			
		TOTAL COST			
(f)	Outdoor/etc (translation).	Poster			
		Handouts			
		Brochure			
		Outdoor materials			
		Total cost for Outdoor			

ANNEXURE IV: TERMS AND CONDITIONS OF AGREEMENT

1. The selection shall be initially for one year from the date of engagement. *ORGI* 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 engagement on the same terms & conditions
2. The deliverables are to be submitted within three months after signing the contract agreement. Further, the servicing team of the agency must be available to *ORGI* office, New Delhi as and when required.
3. *ORGI* will sign an agreement with the agency. 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, in its entirety, to any other agencies to perform its obligation under the project contract.
5. In case of delay in execution of the assigned work by the agency, unless otherwise agreed between *ORGI*, MINISTRY OF HOME AFFAIRS and the agency, *ORGI* may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%). If the delay is beyond 2 weeks then *ORGI* may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. *ORGI* may debar and blacklist the Agencies for applying in its future engagement 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 interaction with *ORGI*), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and *ORGI* decides to abort the contract because of such failure after consultation and agreement with the agency and *ORGI*, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with *ORGI*.
7. The successful agency shall at its own expense deposit performance security, within a week of the date of notice of engagement, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank in the form of Fixed Deposit Receipt (FDR) marked to *ORGI* New Delhi against advance payment. The PBG will be payable on demand, for the due performance

and fulfillment of the agreement and be valid beyond three months of the period of engagement.

8. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the *ORGI* and the applicant no partnership shall be constituted between *ORGI* and the applicant by virtue of this selection 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 selection 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 selected professional communications agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to *ORGI*'s interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.

10. *ORGI* will cancel the selection if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive practices.

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 *ORGI* from time to time.

14. The applicants will indemnify *ORGI* against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. *ORGI* will take necessary legal actions for such cases.

15. *ORGI* 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, either party may terminate the engagement at any time by giving one month advance notice in writing to the other party.

17. *ORGI* reserves the right to withdraw/ terminate engagement in any of the following circumstances:

- a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
- b) Information provided to *ORGI* is found to be incorrect;
- c) Engagement conditions are not met within the specified time period;
- d) Misleading claims about the engagement 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 *ORGI* then *ORGI* 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 inclusive of all taxes, duties except service Tax, as applicable, up to the completion of job. Service Tax will be reimbursed on actuals on submission of documentary evidence.

20. All decisions taken by *ORGI* regarding selection 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 *ORGI's* staff, act within its own authority and abide by directives issued by *ORGI*.

23. The Agency will abide by the job safety measures prevalent in India and will free *ORGI* 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 *ORGI* responsible or obligated.

24. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.

25. The Agency will treat as confidential all data and information about the *ORGI* , 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 *ORGI*.

26. The agency should be able to execute order at short notices and even on holidays.

27. Agency should have resources with proficiency and proof reading facilities in multiple official languages of India.

28. Selection of artwork/creative will be entirely on *ORGI*'s discretion. Artwork/creative once selected will be the property of *ORGI* 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 *ORGI*. The agency cannot use the concept, artwork, picture, film and jingle for other clients once *ORGI* selects it.

29. *ORGI* reserves the right to make necessary modification to the selected artwork, concept, etc.

30. Agency will be responsible for transportation of material across India, if required by *ORGI*.

31. *ORGI* also reserves the right to empanel any other agency or employ any agency outside the list of empaneled agencies, if required.