

**F.No.130/ITPO(434)/Publicity/Empanelment of Advertising Agencies/2021**



**India Trade Promotion Organisation (ITPO)  
(A Government of India Enterprise)  
Department of Commerce**

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF ADVERTISING AGENCIES FOR THE PUBLICITY CAMPAIGN OF INDIA TRADE PROMOTION ORGANISATION, PRAGATI MAIDAN, NEW DELHI.

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**India Trade Promotion Organisation (A Government of India Enterprise)**  
**PRAGATI BHAWAN, PRAGATI MAIDAN**

**NEW DELHI-110001**

**Tel: 91-11-23371540**

**E-mail: [svashistha@itpo.gov.in](mailto:svashistha@itpo.gov.in)/[aghai@itpo.gov.in](mailto:aghai@itpo.gov.in)**

**Website: [www.indiatradefair.com](http://www.indiatradefair.com)**

**REQUEST FOR PROPOSAL**

**EMPANELMENT OF ADVERTISING AGENCY**

No. 130/ITPO/434/Publicity/Empanelment of Advertising Agencies/2021

Dated:

Online bids are invited for “Empanelment of Advertising Agencies” for promotion of ITPO’s activities in India and abroad, upcoming IECC facilities alongwith building its corporate image. RFP documents may be downloaded from ITPO’s website [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) and CPPP site <https://eprocure.gov.in/epublish/app> as per the schedule given in CRITICAL DATE SHEET. The details of tender are as under:

<b>INDICATIVE CRITICAL DATE SHEET</b>	
Date of uploading of RFP	29/06/2021
Last date of submission of Bid	14/07/2021
Date of opening of bids	15/07/2021
Evaluation of Technical Bids	19/07/2021
Presentation of agencies	Third week of July’2021
Final Creative Presentation of selected agencies from first presentation	Fourth week of July’2021/First week of August’2021

Note:

Contact Person: Shri Sanjay Vashistha, Manager(PR), Mobile No. 8750436238, Ms. Amrita Ghai, Deputy Manager, Mobile No.9818120666 Hall No.7, ITPO, Pragati Maidan, New Delhi.

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**TENDER FEE**

Processing Fee	Rs.25,000/- (Rupees Twenty five thousand only) Non Refundable
Security Deposit	Selected Agencies has to submit Rs.5,00,000/- as a Security Deposit through NEFT which will be refunded after successful completion of the contract. This amount will not bear any kind of interest.

Bidders are required to submit the details of deposition of Processing Fee in the technical bid to be submitted by the bidder. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.

**ITPO'S BANK DETAILS FOR THE PURPOSE OF NEFT/RTGS**

Name of the Beneficiary	India Trade Promotion Organisation
Name of the Bank	Central Bank of India
Branch Address	Pragati Maidan, New Delhi-110001
Account No.	1167404133
Type of Account	Saving
RTGS Code	CBIN0284078
MICR Code	11006150
PAN No.	AATI2955C
GSTIN	07AAATI2955C1ZX

**Note: Bids without a valid Processing Fee will be summarily rejected.**

INDIA TRADE PROMOTION ORGANISATION

F.NO.130/ITPO/434/PUBLICITY/SOCIAL MEDIA/2020

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**General**

India Trade Promotion Organisation (ITPO), Government of India Enterprise, desires to engage a credible professional agency to manage the publicity and utilize its platforms for dissemination of its information, creating awareness about ITPO's Exhibitions/Events and promotion of its corporate image. In this context, RFP is invited from professional Agencies for the scope of work.

The agency must have in-house production facility. All other requirements such as manpower, tools, creative content etc. will have to be met by the firm. Agency must have expertise in these works. The entire data will also be stored/archived and the firm has the responsibility to provide it to ITPO as and when required. The agency maintains the backup, storage and recovery mechanism.

- i) ITPO reserves the right to amend the RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through CPPP/ITPO's website from time to time for any updated information.

**1. Period of Selection**

The selection would be valid for a period of 2 (two) years commencing from 1.09.2021 to 31.08.2023. The empanelment of agencies is however subject to the Agencies meeting ITPO's acceptable standards of performance that would be reviewed periodically and empanelment may be terminated with one month's notice. ITPO may consider extension of the term of selection by another year or less at its sole discretion.

**2. ELIGIBILITY CRITERIA**

The bidders shall fulfill the following eligibility criteria for participating in the bidding process. The bidders should enclose documentary evidence for fulfilling the eligibility conditions.

S.No.	Specific Requirement		Evidence
	For General	For Start Ups	
1.	The turnover of the agency for each financial year 2018-19, 2019-20 and 2020-2021 should be atleast Rs. 5 crores	The turnover of the agency for each financial year 2018-19, 2019-20, 2020-2021 should be atleast 1 crore	Balance sheets & documents certified by CA

2.	The agency must have an experience of at least five years in Advertising and must have completed at least five projects worth Rs.50 lakhs each for government agency such as Centre/State Govt. PSUs etc.	The agency must have an experience of at least two years in Advertising and must have completed at least two projects worth Rs.10 lakhs each for government agency such as Centre/State Govt. PSUs etc.	Copies of the work orders of publicity activities.
3.	Should have a local office in Delhi/NCR Region	Should have a local office in Delhi/NCR Region.	Documentary evidence.
4.	The agency should have full accreditation with the INS.		
5.	The agency should have valid GST and Income Tax registration number. Attested copies of GSTIN registration no. and PAN to be provided as a supporting document.		
6.	The Agency should not have been blacklisted by any Govt./Semi Govt. Organization.		

#### **ELIGIBILITY CONDITIONS FOR START UPS. (as per Govt. guidelines)**

- a) The start-up should be recognized by DPIIT and have been provided functionality to list their products and services on the GeM portal.
- b) The start up should be incorporated as a private limited company or registered as a partnership firm or a limited liability partnership.
- c) The bidder should have a minimum average annual turnover of INR 25 lakhs with a minimum annual turnover of INR 20 lakhs in the last three financial years.
- d) An entity shall be considered as a startup up to 10 years from the date of its incorporation.
- e) The start up should be working towards innovation/improvement of existing products, services and processes and should have the potential to generate employment/create wealth. An entity formed by splitting up or reconstruction of an existing business shall not be considered a "Start up".

#### **Evaluation criteria**

The process of Empanelment shall be as follows: All the applications will be scrutinized to assess their eligibility based on the "Eligibility Criteria" as mentioned. The offers not meeting the said criteria shall be summarily rejected.

All the eligible applications will be evaluated based on the corporate strengths, media strength and PR services and a presentation to be presented and the scrutinized agencies have to give creative presentation on the subject provided by ITPO.

The minimum qualifying marks are 70 out of 100

### **3. Scope of Work**

**India Trade Promotion Organisation (ITPO) is looking for empanelment of Advertising Agency for the following broad scope of work:**

- i) Empanelled agencies on ITPO's request would identify and recommend media mix within the ITPO's budget for the assigned job of advertisement/publicity campaign for release of such assigned jobs and shall not charge any fee for such advice/suggestions nor for creative work of preparing advertisement artwork/copy.
- ii) Empanelled agencies shall provide service for release of advertisements all over India and abroad.
- iii) Display Advertisements

In respect of display advertisement concept/artwork will be invited from all the empanelled agencies on the basis of a uniform brief. On selection of an agency's concept – the agency would be informed of the date of release and publications, preferred pages etc. and be asked to provide the cost estimates with supporting documents within three days. The advertisement(s) will be released to ITPO's approved publications at best negotiated/discounted rate offered to ITPO.

- iv) Tender Notices and similar Advertisements
  - a. In respect of tender notice/recruitment advertisements/public notice etc. with standard layout will be awarded at the rates negotiated by ITPO with various publications.
  - b. In case of urgent releases submission of bids by fax/mail will be asked for at very short notice.

- v) Service on Weekends, Holidays

There may be cases where ITPO would require services of Agency at short notice on Saturdays, Sundays and Holidays. In such cases all empanelled agencies will be contacted by E-mail/telephone etc. Empanelled agencies shall keep ITPO informed of their contact person during holidays for such jobs. ITPO will consider awarding the job to only those agencies who respond appropriately within the given time frame.

- vi) Creative work
  - a. Empanelled agencies for a project will remain in direct touch with concerned officer/project officer in ITPO to obtain inputs, suggestions for creative or for changes required etc.

- b. All creative inputs inter alia, layouts, artworks, advertisement copies, final material bromide, film negatives, CD (soft copy) and their production with translation from English to Hindi and vice versa or in any other languages shall be the sole responsibility of the agency without any financial burden on ITPO. This will also cover a limited number of advertisements which are to be directly released to certain publications or any other media vertical in respect of some special offer or as part of other arrangements.
- vii) Outdoor Media  
The outdoor media work covering hoarding sites, banners, pole kiosks, translites and bus back panel etc. would include seeking permission from the concerned authorities and its production, installation for specified duration and removal after the term.
- viii) Social Media – During the event
  1. Creation and Maintenance of ITPO's Accounts/Handles/Channels on Twitter, Facebook, YouTube, Instagram, Koo etc. and other media platforms which may emerge within the contract period.
  2. Creation of relevant blog spot and forums wherein the participation of targeted audience can be invoked.
  3. New Look, Updates and engage with users.
- ix) Other jobs
  - a) In addition to advertising jobs, ITPO may assign work of institutional campaigns, printing and production of folders, brochures, house journals, Annual Reports besides executing the total publicity projects of select events that may cover, inter alia, print, electronic, internet (website), AV Production, Photography, Documentary Production and printing.
  - b) The execution of publicity projects would also involve liaisoning by Agencies with associated organizations of ITPO for which no fee shall be charged to ITPO.

#### 4. Contract and Orders

- i) Agency shall make suggestions, advise and recommendation on the media mix, appropriate publications etc. as required by ITPO. ITPO shall provide the names of publications/audio channels (like AIR, FM, etc.), audio-visual (TV channels like-Doordarshan and other channels) based on input given by advertisement agency in terms of Media Campaign.
- ii) All third party contracts shall be executed in accordance with the approval of ITPO. Cancellations or revisions requested by the ITPO will be subject to the terms and conditions of contract and orders originally placed or signed. The agency will buy all advertising space, time and material on behalf of ITPO with its prior approval of the estimates before the release/execution of the work. However,

wherever required as per procedure, ITPO shall countersign all contract forms without causing any prejudice to its interest.

5. Research

Special research studies will be undertaken by the agency whenever requested and authorized by ITPO. These services will be rendered without any financial obligation on ITPO except in such cases where some services are procured from payment from other organizations and ITPO has accorded prior approval for such payments.

6. Terms of payment

- i) The Agency shall submit its bills to ITPO supported by all relevant documents. Bills in the normal course, are payable by RTGS/NEFT within 30 days from the date of their receipt in Delhi (unless otherwise agreed). If however, a bill incorporates a charge for a job not already approved by ITPO having deviation from the work order/Release Order issued, or is not accompanied with all supporting documents it shall be brought to the notice of Agency within 10 days of receipt of such bill by ITPO. In the case of such notice, payment may get delayed beyond 30 days.
- ii) All payments to the Agency for the assigned jobs carried out/executed at any place/city in India and/or outside India, shall be made by ITPO from and at Delhi unless otherwise agreed.
- iii) The invoices of the Agency must be supported by the following:
  - ITPO's release order signed by authorized signatory
  - Cost estimates clearly mentioning discounts/publication rate cards
  - Pre-receipt in duplicate
  - Original bills of publications/media
  - Vouchers copies in duplicate (complete set)
  - Publications showing ad released
  - GSTR-I
- iv) ITPO agrees to pay all statutory levies by the Government i.e. GST levied by the State or Central Government from time to time.

7. Other Terms

- a. Selection is only a technical qualification and does not confer any right to the agency concerned to be assigned work. ITPO reserves the right to award work to any of the empanelled agencies.
- b. ITPO reserves the right to alter any of the terms and conditions stipulated for the empanelment of the agency.



- c. Without prior written consent of ITPO, the agency shall not sublet or assign complete or part of any job assigned to the agency by ITPO and even when such consent is given, it shall not absolve agency of its obligation under the scope of aforesaid services.
- d. ITPO shall not be responsible in any way whatsoever for any violation of any rules and regulations of statutory/government bodies by the advertising agency.

8. Performance

The agency shall make all efforts to get maximum discount from the respective media for ITPO and deduct the same in writing; same shall be given added advantage in case of review

9. Termination of Contract

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

- 1. Failure or unwillingness of the Agency to execute the assigned job to the satisfaction of ITPO.
- 2. Information provided by the agency to ITPO is incorrect.
- 3. The agency engages in unethical practices or is found deficient/wanting in legal or statutory compliance or any act that may have a negative bearing on ITPO's reputation.
- 4. For any other reason deemed justified.

An agency whose services are prematurely terminated by ITPO shall not be eligible to qualify for any future empanelment. Names of such agencies shall be put on display on ITPO's official website.

10. Arbitration

In case of any dispute, both the parties shall make all efforts to resolve the same by way of conciliation process. In the event of any doubt, dispute or difference arising out of or in relation to the RFP/Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

11. Force Majeure

If at any time, the performance in whole or in part, by either party, of any obligation under this RFP/Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion/riots, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD(hereinafter referred to as "Event"), provided notice of occurrence of any such Event is given by the affected party to the other, within 72 hours from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the Contract/RFP, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the RFP/Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this RFP/Contract is prevented or delayed by reason of any such event for a period of exceeding two months, either party may, at its option terminate the Contract/RFP.

12. Declaration

A written/undertaking/declaration on the letter heads of the Agency to the effect that the "Agency" has not been blacklisted/debarred/suspended/banned from business dealing by any Ministry/Department of the Central/State Government/PSUs etc. is also required.

13. Jurisdiction

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Indian Law, subject to the jurisdiction of the courts of Delhi only.

14. COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible bidder.

15. APPLICABLE LAW AND JURISDICTION

This RFP, including all matters connected with this RFP, shall be governed by the Indian Laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

16. INDEMNITY

Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and claims by employees of Agency, its workmen, suppliers, agents or any third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the RFP/Contract and subsequent thereto relating to the period of RFP/Contract, arising out of a breach and/or negligence by the Agency, its agents, employees, suppliers etc. of any of its obligations under the RFP/Contract.

Agency shall at all times indemnify and keep ITPO indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by Agents, employees of Agency or caused by any action, omission or operation conducted by or on behalf of Agency.

Indemnity obligations of the Agency, its agents, employees contained in any clause of the RFP/Contract shall survive the termination and/or expiry of the Contract/RFP.

17. FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the

ITPO may without prejudice to any other right or remedy available to the agency recover damages for breach of the contract as under:

- a) Recover from the agency as liquidated damages which will be charged by way of penalty
- b) Cancel the contract or a portion thereof by serving prior notice of one month to the Agency.
- c) The ITPO may take a decision to cancel the contract with immediate effect and/or debar/blacklist the bidder from bidding prospectively for a period of three years or as decided by the ITPO or take any other action as deemed necessary.

18. Disclaimer

This RFP is neither an agreement nor an offer by ITPO to the prospective Bidders/Agency or any other person. The purpose of this document is to provide interested parties with information. ITPO shall not be responsible for any late receipt for any reason whatsoever.

ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Agency, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption or information contained therein or deemed to form part of this RFP.

19. Confidentiality

Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

20. Intellectual Property Rights

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's

name/logo/IPRs by the Agency and /or their agents/contractors/sub-contractors/employees etc., the Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their agents/contractors/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

COVERING LETTER FOR SUBMISSION OF BID

To  
The Manager  
Corporate Communication & Service Division  
India Trade Promotion Organisation  
Pragati Maidan  
New Delhi.

Sir,

We are hereby submitting our bid. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signatory (in full and attach authorization to represent the company)

Date:

(Seal)

Name and Title of Signatory Name of Firm Address

**TENDER ACCEPTANCE LETTER**  
**(TO BE GIVEN ON COMPANY LETTER HEAD)**

To

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Subject:- Acceptance of Terms & conditions of Tender

RFP Reference No.....

Name \_\_\_\_\_ of

RFP/Work \_\_\_\_\_

Dear Sir,

1. I/we have downloaded/obtained the RFP(s) for the above mentioned "Work" from the website(s) namely:

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As per your advertisement, given in the above mentioned website(s).

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.....to.....(including all documents like annexure(s), schedule(s) etc. which form part of the contract agreement and I/we shall abide hereby by the terms /conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Yours faithfully,

(Signature of the Bidder, with Official seal

**Annexure III**

**CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER**

The General  
Manager  
CCSDivision  
India Trade Promotion Organisation  
Pragati Bhawan  
Pragati Maidan  
New Delhi-  
110001

**Sub: Empanelment of Advertising Agency**

Dear Sir,

In response to release of Empanelment Notice on ITPO's Website, we hereby declare that the details of total turnover during last three years (in Lakhs) as follows:

S.no	Financial Year	Turnover (Rs.Lakhs)
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
4.	Total Turnover	

Thanking you,

Yours faithfully,  
( )  
Authorised Signatory  
Name of the Chartered Accountant \_\_\_\_\_  
\_\_\_\_\_  
Registration No. with Seal \_\_\_\_\_  
Contact No \_\_\_\_\_



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**Annexure-IV**

**UNDERTAKING APROPOS NOT BEING BARRED/BLACK LISTED**

To

The General Manager  
CCS Division  
India Trade Promotion Organisation  
Pragati Bhawan,  
New Delhi-110001

**Sub: Empanelment of Advertising Agency.**

Dear Sir,

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

Thanking you,

Yours sincerely,

Designation.....

Company stamp/ Seal.....

ANNEXURE-V

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

Ref: 1) Selection Application No. \_\_\_\_\_

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the bid document and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above Empanelment Application are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our bid/ application at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised ourselves fully about the job to be done during the period of agreement and also acknowledged to bear consequences of non-performance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
6. We agree that the decision of ITPO in selection of advertising agencies will be final and binding to us.

Date:

Place:

Signature of authorized person  
Full Name & Designation:  
With Company's Seal

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

