

F.No.G.19011/01/2015-Admn
National Commission for Protection of Child Rights
5th Floor, Chanderlok Building
35, Janpath, New Delhi-110 001.

New Delhi, 27th December, 2017.

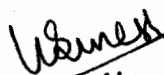
Subject: Empanelment of Media agency for promotional activities of the Commission.

The Commission had invited Expression of Interest (EOI) for empanelment of Media (Audio/Video/Print) agencies through a newspaper advertisement/website of the Commission on 18.08.2017. The process of selection of agencies for empanelment at NCPDR involved two stages. The **first stage** involved scrutiny of applications received, by a Committee constituted for the purpose to assess adherence of the parameters specified in the Terms & Conditions. In the **second stage**, the short-listed agencies were called to present a print creative, a video film and a radio spot on Child Rights before the Committee of the Commission.

2. On the basis of the aggregate marks obtained in both stages, the following media agencies have been empanelled for promotional activities of the Commission. Besides this, the applicant agencies have also been empanelled in the categories of (i) consolidated [all categories viz. Print creatives, Video spots and Radio Spots] (ii) Print Creatives (iii) Video spots and (iv) Radio spots based on their merit in these categories. The lists are as follows:-

Agencies Empanelled for consolidated [all categories viz. Print creatives, Video spots and Radio Spots] Media Solutions	Agencies Empanelled for Print Creatives	Agencies Empanelled for Video Spots	Agencies Empanelled for Radio Spots
1. Vermillion Communication Pvt. Ltd 2. Square Communication Pvt. Ltd 3. M/s Degree 360 Solutions Pvt. Ltd 4. Siddhartha Advertising 5. M/s Goldmine Advertising Limited 6. Sharad Advertising Pvt. Ltd	1. Interads Advertising Pvt. Ltd 2. Alaknanda Advertising Pvt. Ltd. 3. Ventures Advertising Pvt. Ltd. 4. Inter Publicity Private Limited 5. Pamm Advertising & Marketing 6. Vivid India Advertising & Marketing	1. Promodome Communication Pvt. Ltd 2. Prayas Creations 3. Srestha Communication 4. Pamm Advertising & Marketing 5. Oasis Films & New Media 6. Alaknanda Advertising Pvt. Ltd. 7. Ventures Advertising Pvt. Ltd	1. Srestha Communication 2. Oasis Films & New Media 3. SUPER-ADS 4. M/s Mode Advertising & Marketing Pvt. Ltd 5. Promodome Communication Pvt. Ltd 6. Pamm Advertising & Marketing 7. Vivid India Advertising & Marketing

3. The following will be the procedure for allocating/assigning work to selected empanelled Media agencies:-
 - (i) If the Commission has to develop a composite campaign which involves video, audio and print creatives, then the empanelled Media agencies given in the consolidated list will be approached.
 - (ii) If the Commission has to develop video spots only, then the Media agencies in the consolidated & video spots categories will be approached. Similar procedure will be followed in respect of radio spots and print creatives.
4. The terms and conditions of the contract is annexed.
5. This issues with the approval of Chairperson, NCPCR.



(G.Suresh)
Assistant Director

To

All concerned Media Agencies

Copy for information to:-

- (i) PPS to Chairperson
- (ii) PPS to Member (YJ)/Member (PK)/Member (RK)
- (iii) PPS to Member Secretary
- (iv) Advisor (Media)
- (v) Sr. Consultant (IT)- for uploading in the website

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Terms and Conditions:

- (a) The selected Agencies will be empanelled for two years; this period can be extended further at the discretion of the NCPCR based on satisfactory performance.
- (b) NCPCR will have the right to remove any agency from the empanelled list without assigning any reason whatsoever. NCPCR also reserves the right to modify the terms and conditions for empanelled agencies.
- (c) The empanelled agencies are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NCPCR's interest. These agencies will maintain confidentiality on all matters. NCPCR reserves the right to impose penalty in case of any violation of the above.
- (d) The agency should be able to execute order at short notices and even on holidays.
- (e) Subject to nature and exigencies of work, NCPCR reserves the right to invite concept from all empanelled agencies and work order will be given to the agency whose design/concept is approved.
- (f) NCPCR will not pay charges for preparation of samples (design and creatives) to any agency. Payment will be made only to the samples which have been finally approved by the competent authority.
- (g) Artwork/commercial etc. once approved by the Commission will be the property of the NCPCR and it can be repeatedly used as and when required in different media like print, outdoor, electronic etc. without seeking permission from concerned media agencies. Agency has to provide original soft copy of open file to NCPCR. The agency can't use the concept, artwork, picture, film and jingle for other clients once NCPCR approved it.
- (h) NCPCR reserves the right to make necessary modification to the selected artwork, concept, film etc.

General disputes-

In case of dispute of any kind and in any respect whatsoever the decision of Member Secretary, NCPCR shall be final and binding.

ARBITRATION

In the event of any dispute or difference whatsoever arising during the period of empanelment, the same shall be referred to a sole arbitrator appointed by NCPCR, New Delhi. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The award of the Arbitrator shall be final and binding on both the parties.

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JURISDICTION-

In the event of any dispute/difference or legal proceedings between the parties, the same shall be subject to the jurisdiction of the competent court in New Delhi only. It is specifically agreed that no court outside and other than court at New Delhi shall have jurisdiction in the matter.

FORCE MAJEURE-

If a Force Majeure situation arises, the agency shall promptly notify to the Commission in writing, of such conditions and the case thereof. Unless otherwise directed by Commission in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Commission may, terminate the agreement by given a written notice of a minimum 15 days to the agency, if as a result of Force Majeure; the agency is unable to perform a material portion of the services for a period of more than 30 days.

INDEMNITY-

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/punitive/recoveries, as per the provisions of the empanelment or under any applicable law, the firms shall make themselves liable for such indemnification as arise out of the contractual obligation.

COPYRIGHT ISSUES-

- (a) The agency will be responsible for copyright issues concerning usage of images, footage, text material etc. obtained through various sources. The Commission will not be a party to any dispute arising out of copyright violation by the Agency.
- (b) The ownership of all print/outdoor/online creative and publicity materials/produced/designed through the creative agency will at all time rest with the Commission and the agency/copywriter/photographer etc. will have no proprietary or other right in respect of the same. This would include full copy right for all time use of the images/photographs used in the creative and publicity material.
- (c) The agency will be responsible for obtaining any permission that may be required for undertaking the work as detailed in subsequent offers from time to time. The Commission will assist in this regard, wherever possible.
- (d) Once the agency has submitted the artwork/other details to the Commission, it shall become the property of the Commission.

CONFIDENTIALITY-

The agency and its personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details or agreement without the prior consent of the Commission.

TERMINATION-

The Commission may without prejudice to any other remedy for breach of contract, terminate the empanelment in case of occurrence of any of the following events. In such occurrence, the Commission shall give not less than thirty days written notice of termination to the agency.

The contract is liable to be terminated if the agency

- (i) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets;
- (ii) Abandons the work;
- (iii) Persistently disregards the instructions of the Commission in contravention of any provision of the contract;
- (iv) Fails to adhere to the agreed program of work;
- (v) Assigns or sublets the work in whole or in part thereof without prior written consent of the Commission;
- (vi) Performance is not satisfactory;
- (vii) If the Service provider obtains the contract with the Commission with illegal manner;
- (viii) Information submitted/furnished by the contact are found to be incorrect;
- (ix) The above shall be without prejudice to the Commission's other rights under the law.

LEGAL LIABILITY-

The Commission reserves the right to recover any liability arising out of an act directly attributable to the agency.

PAYMENT TERMS AND CONDITIONS-

- (i) Payment to agency shall be made on submission of the bill duly supported with all copies of the relevant documents with service tax as applicable.
- (ii) TDS shall be deducted at source from the running bills as per applicable Tax rules.