



Central Board of Secondary Education

Shiksha Kendra, 2, Community Centre, Preet Vihar, Vikas Marg, Delhi-92.

Request for Proposal

15.04.2015

M/s.....

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Sub: Designing and production of an IEC Campaign for CBSE using multi-media products for the Celebration of International Yoga Day on 21st June 2015.

1. A multimedia campaign involving Electronic and print Media platforms is proposed to be launched by CBSE for International Yoga Day.
2. Multi Media Creative Agencies empanelled in category 'A' and 'B' with DAVP are hereby invited to submit Technical and Financial Proposals separately. The agencies will also be required to make presentations on 23th April at 4:00 pm. at CBSE (HQ), 2 Community Centre, Preet Vihar, Delhi.
3. Based on the evaluation of the Technical Proposal/presentation of the concept/ communication strategy etc. the Financial proposals of short listed bidders only will be opened.
4. **Agencies listed as 'A' & 'B' class and willing to work on DAVP rates may apply.**

Secretary

Encl: Proposal Details

SECTION 1: DATA SHEET

2.1	Name of the Client: Central Board of Secondary Education
2.2	Financial Proposal to be submitted with Technical Proposal in two separate sealed envelopes superscribed as: Designing and production of an IEC Campaign for CBSE using multi-media products for the Celebration of International Yoga Day on 21st June 2015 along with Bid Security of ₹ 5 Lakhs and tender fees ₹1000 in the form of Bank draft.
2.3	Date of submission : 23th April 2015 at 02:30 pm
2.4	Date & time of Opening of Technical Proposals and Presentations : 23th April, 2015 at 4.00 P.M
2.5	Date & time of Opening of Financial Proposals shall be intimated after short-listing suitable agencies on the basis of Technical Proposals and presentations.
2.6	Venue for all meetings will be – CBSE (HQ), 2 Community Centre, Preet Vihar, Delhi. If there is a change in the Venue for opening of Technical and Financial bids, it will be intimated later.
2.7	Agencies must submit original copy of the Technical and Financial Proposals each sealed and marked separately in two envelopes to: Secretary, CBSE (HQ), 2 Community Centre, Preet Vihar, Delhi.
2.8	Proposals received after the stated date and time would not be considered and returned.
2.9	Chairperson, CBSE reserves the right to accepts or reject any proposal or work.

SECTION II : CREATIVE BRIEF

Background

Yoga, a 6,000+ year-old physical, mental and spiritual practice having its origin in India, aims to transform body and mind. June 21st was declared as the International Day of Yoga by the United Nations General Assembly on December 11, 2014.

The declaration came after the call for the adoption of 21st June as International Day of Yoga by the Honourable Prime Minister, Shri Narendra Modi during his address to UN General Assembly on September 27, 2014 wherein he stated:

"Yoga is an invaluable gift of India's ancient tradition. It embodies unity of mind and body; thought and action; restraint and fulfilment; harmony between man and nature; a holistic approach to health and well-being. It is not about exercise but to discover the sense of oneness with yourself, the world and the nature. By changing our lifestyle and creating consciousness, it can help us deal with climate change. Let us work towards adopting an International Yoga Day."

As part of the decision of Government of India to celebrate 21st June 2015 as International Yoga Day, it has been decided that the day may be celebrated in the most befitting way by CBSE in collaboration with other education institutions like NCERT, NVS, KVS under the aegis of MHRD. CBSE therefore, proposes to hire the services of a Multi Media Creative Agency to design & produce an IEC campaign.

Aims & Objectives

The main aim of the campaign is to showcase through Yoga, the rich Indian heritage, tradition, practices and established advantages to the world.

Target : National & International Audience

- i. All citizens, Old, Youth, Children, specially Students.
- ii. Rural/urban
- iii. Media
- iv. Academics, policy makers and more

Scope

The scope of the IEC Campaign would include designing, production and launch by way of creatives/advertisements for the following ;-

a	Yoga Teachers Conference	Launch of Film on Yoga.
b	TV	Commercials/spots
c	Radio	Commercials, jingles
d	Print	Newspaper Advt. 4 color
e	SMS/Internet	Compatible materials
f	Social Media	

The campaign is aimed for a pan India and international audience therefore the creatives should not be region specific.

SECTION III : THE TASK

The contract would involve creation of content relating to Yoga and its dissemination through various platforms.

The agency shall be responsible for creation of the content – design, production, narrative, and rendition – CBSE shall guide and assist the agency by providing the logistic support for creation of the content (where ever possible).

It is proposed to communicate the content in the following formats:

a	Film on Yoga	to be launched at the Yoga Teachers Conference on 21 st June 2015
b	TV	Commercials/spots (DD)
c	Radio	Commercials, jingles (AIR)
d	Print Advts.	Newspaper (National, Regional)
e	SMS/Internet	Compatible materials
f	Social Media	

Agencies will submit the scripts/story board of the TV clips, 4 mins documentary film, Jingles along with their proposals and make presentation.

Language: English, Hindi, (Regional)

Previous Campaign: Punch line, slogans, creative and material of previous campaigns will not be used.

Proposal

To enable ease in examination and preparation of comparative statement for evaluation of costs projected by competing agencies, **it is required that media mix must include the following:-**

(a) **TV (Audio Visual Media).** Proposals must include the following:-

- (i) Cost of Production of TV Commercial. (2 spots x 30 seconds/40 seconds spots).
- (ii) Scroll/Ticker as required basis.
- (iii) Story line and idea will be specified for each TVC.

(b) **Radio**

2 spots x jingles (30 seconds or otherwise specified duration each) versions. These may be suitable for airing both on national AM and FM (National) channels.

(c) **Print**

3 Number of Creatives, half page, 4 Color

(d) **SMS/Internet**

(e) **Social Media**

This list of deliverables is only indicative and multimedia agencies can be asked to execute more or less item/ product. Payment would be made as per the item rate quoted in the financial bid. Agency will have to provide a mix of multimedia product deliverables in both English and Hindi for use on different media platforms, electronic, internet, social/ new media. These media products should be technically compatible with the technical requirement of these platforms.

The release to all the media will be through DAVP.

SECTION IV: SELECTION PROCEDURE

A committee comprising of representatives from CBSE and DAVP will evaluate the proposals submitted by the agencies for a detailed scrutiny. During evaluation of proposals, the committee, may, at its discretion, ask the agencies for clarification of their proposals. The process for selection is as given below:

- **Preliminary Scrutiny:** Preliminary scrutiny of the Technical Proposals for eligibility will be done to determine whether the proposal is complete, whether the documents have been properly signed and whether the proposal is generally in order, supported by bid security and given by due date. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- **Technical Evaluation:** Technical Proposals would be opened only for those bidders, who are qualified and short-listed based on the documents submitted. If a Technical Proposal is determined as not substantially responsive, the committee will reject it. The parameters to be used for Technical Evaluation will be based upon:

Understanding of the subject Concept Paper	20 Marks
Quality of Layout/Design appeal (Visual, Sound and Written)	25 Marks
Overall Treatment of the themes for various modes.	25 Marks
Total	70 Marks

TECHNICAL PROPOSAL

The bidders are required to submit their Technical Proposal in the following indicative format:

Methodology Details along with proposed approach: In this part, the agency must submit a complete creative brief (Presentation) giving details of treatment of the proposed multimedia products to meet the objectives of the assignment/job approach on 23th April 2015.

Technically qualified bidders: Financial Proposals will be considered of the agencies who secure first Three positions after marking/ evaluation of Technical Proposal.

FINANCIAL PROPOSAL

The agencies are required to provide a consolidated financial proposal (in INR) for all the multimedia products being proposed by the agency. This should include the cost per product/ item wise cost being proposed in their respective

Technical Bids to facilitate billing but the overall cost will be the determining factor of the financial bid. Financial bids will carry total 30 marks.

Proposal Opening

The financial proposals of only those agencies which secure the **TOP THREE POSITIONS** in Technical Evaluation will be opened by the committee. The contract will be awarded on the basis of combined Quality Cum Cost Base Selection (QCCBS) based on the highest score after adding score of Technical and Financial Evaluations. For the purposes of determining T_1L_1 , 70% weightage would be given to Technical Proposals and 30% to Financial Proposal where L_1 (lowest quote) will be marked full 30 marks and marks of the L_2 and L_3 would be worked out proportionately.

Award of Contract

Financial Proposals will be opened in the presence of the agencies who choose to be present. All concerned will be informed individually. On acceptance of Proposal for awarding the contract, the CBSE will notify the successful bidder in writing. Agency will have to deposit 10% of approximate contract value as performance guarantee in the form of BD/BG valid upto 6 months after the expiry of contract period.

Validity of the contract – tentatively from the date of award of the contract till December 2015.

Chairperson CBSE, reserves the right to accept or reject a proposal without assigning any reason thereof.

SECTION V: TERMS OF REFERENCE

All the Terms and Conditions applicable to the Multi-Media Creative Agencies at the time of empanelment with DAVP shall be valid and applicable.

During pre-qualification and Technical Evaluation of the Proposals, the CBSE may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the time frame.

Disqualifications

The CBSE may at its sole discretion and at any time during the evaluation of Proposal, disqualify any agency, if the agency has:

- a. Submitted the Proposal documents after the response deadlines;
- b. Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. 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 year;
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- e. Failed to provide clarifications related thereto, when sought;
- f. Submitted more than one Proposal;
- g. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted;
- h. Submitted a proposal with price adjustment/variation provision.
- i. Not submitted bid security.

The agency is expected to examine all the instructions, guidelines, terms and conditions as notified on DAVP website at the time of Empanelment of Multimedia Creative Agencies.

Preparation of Proposal

The agency shall comply with the following related information during preparation of the proposal-

- a. The Proposal shall conform to prescribed formats.

b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the bidder or duly authorized person(s) to bind the agency to the contract. The latter authorization shall be indicated by written power of attorney and shall accompany the Proposal.

c. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

d. Agencies are not permitted to modify, substitute, or withdraw Proposals after its submission.

SECTION VI : GENERAL CONDITIONS

1. Application

These general conditions are applied to the extent that provisions in other parts of the contract do not supersede them. For interpretation of any clause in the contract, the interpretation of the CBSE shall be final and binding on the Agency.

2. Payment Schedule

For all kinds of production jobs no advance payment shall be made. Payments will be made only after satisfactory completion of the entire job and on submission of authenticated bills in the manner stipulated by CBSE.

No other charges will be reimbursed and no other charge which are not admissible under the Agreement will be entertained.

3. Conflict of Interest

CBSE requires that the Agency provide professional, objective and impartial service and at all times hold CBSE interest paramount, strictly avoid conflicts with other assignments/ jobs or their own corporate interests and act without any consideration for future work.

4. Confidentiality

Confidentiality shall be maintained for the information relating to the examination, clarification and comparison of the proposal. Confidentiality will also have to be strictly maintained by the agency in relation to production of the media products and will be released in public domain only with the clearance and approvals of the CBSE. Violation of this clause will result in the rejection of the Agreement and also may invoke punitive action under laws related to secrecy of the Budget preparation process and penalty as deemed fit will be imposed along with forfeiture of performance guarantee.

5. Approvals

- 5.1** The Agency shall seek advance written approval of all visuals, artworks, copy, scripts, rough, cut, scratch, recording, etc. and the Agency shall not proceed further with any work until approval of related documents by the CBSE.
- 5.2** The designs, scripts, commentary, text and dialogues in each language etc. will have to be approved by CBSE before actual shooting/ recording/ rendering. The decision of CBSE in respect of the approval/ rejection or modification if any, in the scripts/ layout/ graphic presentation etc. shall be final.
- 5.3** All media products will have to be approved by CBSE before the final copy is made. If corrections are suggested, they should be

incorporated and the final edited product as per the requirements mentioned in the rate card, be submitted to client.

- 5.4** Both, CBSE and the Agency shall communicate to each other the names of officials authorized to sign various documents or grant approvals under the agreement.
- 5.5** The decision of CBSE in all matters will be final. Chairperson, CBSE reserves the right to accept or reject any proposal or work.

6. Records

The Agency shall maintain all layouts, artworks, copy negatives, tapes, CDs, print outs, copies of multimedia products, bills vouchers, etc. related to the project for the entire duration of the contract period and then submit the same to the CBSE.

7. Standards of Performance

- 7.1** All media products should be technically compliant as per the specifications quoted in the Committee approved technical bid of the agency. In case the multimedia products are not as per the agreed standards CBSE will have the right either to reject the production or impose up to 50% penalty for the rate quoted for a multimedia product. The Agency must retain the entire original shooting tapes till the production is finally approved by the CBSE.
- 7.2** The Agency shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to the CBSE. The Agency shall always support and safeguard the legitimate interest of CBSE in any dealings with the third party. The Agency shall abide by all the provisions/ Acts/ Rules etc. of Government of India. The Agency shall conform to the standards set by DAVP/ CBSE for the project.
- 7.3** All the submissions made by the Agency after the award of contract must be countersigned by the Head-Creative of the Agency.
- 7.4** If the multimedia product is not found according to the agreed specifications or received in a damaged condition, the Agency will have to ensure that the correct product is delivered at their cost within the specified time.

8. Delivery and documents

- 8.1** The production/ design/ creatives/ layouts etc. will have to be completed as per time schedule laid down by CBSE and approved software in format required to be delivered sufficiently as per the time schedule specified by CBSE. The Agency will be held responsible for any failure in adhering to the time schedule laid down by CBSE for the production and delivery.

8.2 As per the time schedule agreed between the Parties for specific projects given to the Agency from time to time, the Agency shall submit all the deliverables on due date as per the delivery schedule. The Agency shall not without CBSE prior written consent disclose the contract, drawings, specifications, plans, pattern, samples to any person other than an entity authorized by the CBSE for the performance of the Contract. In case of termination of the Contract all the documents used by Agency in the execution of project shall become property of CBSE.

9. Change Orders

CBSE may at any time before completion of work under project awarded to Agency, change the work content by increasing/ reducing the quantities of the services as mentioned in the Contract Agreement for execution of the Campaign, without creating the liabilities for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the service in the increased/ decreased quantity at the same contract rates within the time stipulated for providing services to CBSE.

10. Agency Personnel

The Agency shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by CBSE and it is desirable from the Agency to deploy the personnel, who have adequate experience in the domain related with the project. It is desirable that for Domain-related Projects, the Agencies must hire the services of Domain Specialist, on a case to case basis, to work on the Project effectively. The Agency shall give proof of regular employee's status or on regular contract with the personnel, members of creative team projected by them.

The Agency shall not change the team deployed for the work without due approval from CBSE.

11. 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. The contract shall be interpreted in accordance with the laws of the Union of India.

12. Intellectual property Rights

No service covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third part, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify CBSE from all actions, cost claims, demands, expenses and

liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, CBSE shall be defended in the defence of any proceedings which may be brought of any proceedings which may be brought in that connection.

13. Copyrights

13.1 Copyrights and other Intellectual Property Rights in all material, idea and work or any kind generated by the activities of the Agency performed here under this contract shall solely vest in CBSE.

13.2 All rights including copyrights of the productions will remain with CBSE. Material contents, designs, short/recorded for CBSE or through CBSE cannot be used, wholly or partially for any other client/spot or programme without CBSE specific permission, in writing in advance.

13.3 The Agency shall not enter in any competition/award for the productions under this project without obtaining specific permission of CBSE. Further, the entry shall be sent mentioning CBSE as the advertising agency and the producer.

14. Waiver

The failure of either party at any time to enforce any provisions of this Agreement, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be a waiver for any subsequent breaches.

15. Notices

Any notice or notices under this agreement shall be deemed to be properly served, if they are sent to the addresses mentioned hereinabove by courier service or registered mail.

16. Severability

If for any reason, whatsoever, any provisions of this Agreement is or becomes invalid, illegal or unenforceable or is so declared by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid unenforceable or illegal provisions, as nearly as is practicable.

17. Indemnity

The agency shall indemnify and keep the CBSE indemnified from and against all claims, suits and demands due to injury to or death of any person and/ or loss or damage caused or suffered to property under or belonging to the Directorate, its agents or employees or third party as a

result of any act done or omitted to be done by the Agency or as a result on the part of Agency to perform any of its obligations under this agreement or on the failure of the Agency to perform any of its duties and/ or obligations including good industry practices.

18. Assignments

The agency shall not assign the project to any other agency, in whole or in part to perform its obligation under the Contract, without the CBSE authorized representative's prior written consent.

19. Performance Assessment

If during execution of the Project, following problems were to be found, then penalty of 2% of the Contract value per week (subject to maximum of 20%) may be imposed by CBSE and performance guarantee will be forfeited.

- i. Quality of deliverable is not up to the mark, (till the quality is improved to the required extent).
- ii. Delays in deliverables.
- iii. Not assigning adequate resources in time.
- iv. Not engaging resources on a dedicated basis, even when required.
- v. Assigning resources that do not meet the client's requirements.
- vi. Inadequate interaction with the Content Advisory committee.
- vii. The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.

If the delay is unreasonable then CBSE may rescind the Contract and shall be free to get it done from other Agencies at the risk and costs of the appointed Agency. CBSE may debar the Agency for applying in its future empanelment also (from doing any future work with CBSE).

20. Termination

Under this Contract, CBSE may, by written notice terminate the Agency in the following ways-

- a. Termination of Default for failing to perform obligations under the Contract if the quality is not up to the specification or in the event of non-adherence to time schedule.
- b. Termination for Convenience in whole or in part thereof, at any time.
- c. Termination for Insolvency if the Agency becomes bankrupt or otherwise insolvent.

In all the three cases termination shall be executed by giving written notice to the Agency, without assigning any reason whatsoever. No consequential damages shall be payable to the Agency in the event of such termination.

21. Force Majeure

Notwithstanding anything contained in this agreement, the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the agreement is the result of any event of Force Majeure. For purposes of this clause “Force Majeure” means an event beyond the control of the Agency and not involving the Agency’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, flood, epidemics, quarantine restrictions and freight embargos. The decision of the CBSE, regarding Force Majeure shall be final and binding on the Agency.

If a Force Majeure situation arises, the Agency shall promptly notify CBSE in writing of such conditions and the cause thereof. Unless otherwise directed by CBSE 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.

22. Survival of Terms

The provisions of Articles VI-4, 12, 13, & 17 of this Agreement shall survive the expiry of termination of this agreement.

23. Arbitration

Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to a sole arbitrator to be nominated by the Secretary, Department of Legal Affairs, Govt. of India, New Delhi , for arbitration under the Arbitrations & Conciliation Act 1996, and the place of arbitration shall be Delhi.

24. Taxes and Duties

The Agency shall fully familiarize themselves about the applicable Domestic taxes on amount payable by CBSE under the contract. The Agency, sub Agency and personnel shall pay; such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

25. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi, India only.

26. Notice

Any notice, request or consent required or permitted to be given or made pursuant to the contract shall be in writing, any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Agreement.

27. Audit

CBSE shall be entitled to conduct audits, on the appointed Service Provided (name of the agency) whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made by the said audit Service Provider in conjunction with the Services performed by CBSE. The audit will cover strategy and cost of implementing the communication programs and value derived thereof. The service provider (name and agency) shall extend full cooperation to the duly appointed auditor.

Commencement

This agreement is deemed to commence from this day, 2015 and shall remain in force till, 2015 top be extended by the mutual consent of CBSE and the Agency. Unless terminated as per IV (21) above.

In witness whereof the parties hereto have executed this Agreement in duplicated through their respective duly authorized officials on the day, month and year hereinabove mentioned.

Signature	Signature
Name	Name
Designation	Designation
Place	Place
Date	Date
Witness	Witness

Appendix 'A'

LIST OF DELIVERABLES

Se No	Media	Deliverables	Remarks
Electronic & Print Media			
(a)	TV (Digi Beta Format)	Ten separate Beta cam video tapes for each item <ul style="list-style-type: none"> • 2 TVC of 30 Sec in Hindi & Eng. 	Shot in HD film format. Delivered in Digi Beta for distribution to channels.
(b)	Radio	<ul style="list-style-type: none"> • 2 x 30 sec. Jingles in Hindi & Eng. 	Recording in pro tools and final master in DVD in Wave, MP3 & AIFF format.
(c)	Print	Five DVDs in Corel as also in JPEG <ul style="list-style-type: none"> • 3 x specific creatives in 4 Color. • Quarter to Half Page. 	
(d)	SMS/Internet	<ul style="list-style-type: none"> • Text & Web page design 	In compatible modes
(e)	Social Media	<ul style="list-style-type: none"> • Creatives 	

FINANCIAL BID

S. No	Media	Deliverables	Cost per unit in INR	Total Cost in INR
(a)	TV (Digi Beta Format)	2 x TVC of 30 Sec in Hindi & Eng.		
(b)	Radio	2 x 30sec Jingles in Hindi & English.		
(c)	Print	3 x specific creatives in 4 color Half to Quarter page.		
(d)	SMS/Internet	Text & Web page design		
(e)	Social Media	Creatives		
		TOTAL COST		

Understanding of the Subject Concept Paper
