



भारतीय दूरसंचार विनियामक प्राधिकरण
महानगर दूरसंचार भवन, जवाहरलाल नेहरू मार्ग
(पुराना निंटो रोड)नई दिल्ली-110002



Ref.: No. 5-6/2013-PR

Dated: February 12, 2016

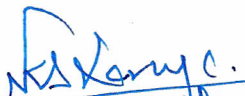
**NOTICE FOR INVITATION OF BIDS FOR ENGAGEMENT OF
PRINT/AUDIO-VISUAL/ MULTI MEDIA CREATIVE AGENCY ON
MONTHLY RETAINERSHIP BASIS**

Telecom Regulatory Authority of India (TRAI) intends to engage one Creative Agency initially for a period of one year for handling creative and designing works of TRAI relating to development of advertisements, publicity material, consumer education material, which inter alia requires conceptualising, designing, editing and creating the necessary output as per the requirements of TRAI. Details of BID documents and eligibility criteria etc. are available at www.trai.gov.in. The details can also be obtained in person from the Office of Sr. Research officer (GA), Telecom Regulatory Authority of India, Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg, New Delhi - 110002 upto 3:00 P.M. on **February 26, 2016**.

The agencies fulfilling the conditions may submit their bids together with a Demand Draft or Pay order of **₹5,000 /-** (Rupees Five Thousand only) drawn on any of the scheduled banks as **Earnest Money Deposit** in the name of Telecom Regulatory Authority of India, and requisite documents **upto 3:00 P.M. on February 26, 2016** to the Sr. Research Officer (GA) Telecom Regulatory Authority of India, Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg, New Delhi - 110002 super scribing the envelope with "**Engagement of Creative Agency**".

The bids will be opened in the presence of bidders or their authorized representatives who choose to attend, at 1530 hrs. on February 26, 2016. The bidder's representatives present at the time of opening of bid shall sign in an attendance register. Authorisation letter to

this effect shall be submitted by the bidders, before, they are allowed to participate in bid opening


(N.K. Sharma) 1992-116
Sr. Research Officer (GA)
Tel. 011-23664-141

**ENGAGEMENT OF PRINT, AUDIO-VISUAL AND MULTIMEDIA CREATIVE
AGENCY FOR TRAI**

TERMS OF REFERENCE (TOR)

I. Background:

Telecom Regulatory Authority of India (TRAI) proposes to engage one Creative Agency for a period of one year for handling work relating to development of advertisements, publicity material, consumer education material, which inter-alia requires conceptualising, designing, editing and creating the necessary output as per the requirements of TRAI. In a year's time, TRAI may undertake 3-4 media campaigns (press/TV/ radio/outdoor) and release 10-12 publicity material. This assessment is indicative in nature and in no case shall be treated as firming up the volume of output required from the Agency and it may vary as per requirements of TRAI from time to time.

II. Scope of Work:

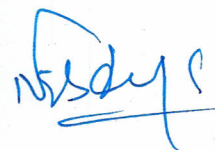
A. Print Media Publicity, Advertisement and Other Related Creative/Design Works:

- i. To conceptualize and design and create "ready to release" print media advertisements.
- ii. To conceptualize and design the backdrops, hoardings, posters.
- iii. To design and edit pamphlets, booklets, leaflets, handbooks and similar publicity material.
- iv. To translate consumer education material into vernacular languages.

B. Electronic Media Publicity and Advertisement:

- i. To conceptualise, design and create "ready to air" Radio Advertisements.
- ii. To conceptualise, design and make available "ready to air" TV Advertisements.

Note: The printing cost of publicity material and cost on releasing the advertisements through print/electronic media through DAVP or through



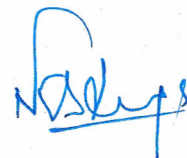
other channels of communications would be directly met by TRAI. The Agency shall be responsible for coordination with DAVP or any other Agency chosen by TRAI for release of the Advertisements and Printing Agency for printing work.

III. Financial Terms of Engagement

- i. The agency will be hired on monthly retainer ship basis for a period of one year for items of work as specified in Part A of Scope of work. No payments for individual/ specific /Ads/ output will be made by TRAI.
- ii. For items under Part B of the scope of Work [Electronic Media Publicity and Advertisement], the Agency shall be paid at DAVP rates for each individual item of work assigned by TRAI during the currency of Contract.

IV. Eligibility Criteria and Other Conditions for Engagement

- i. The Agency must be empanelled as a Category A or Category B Agency with DAVP for undertaking Print, Multi Media and Audio- Visual Creative work.
- ii. Agency must have full-fledged office in Delhi/NCR with state-of-art infrastructure and adequate skilled manpower.
- iii. The Agency shall employ and provide such qualified and experienced personnel as may be required to perform the specific work assigned by TRAI and it is expected from the Agency to deploy the personnel, who have adequate experience in the domain related with the project.
- iv. TRAI shall have the absolute copyright and all such related rights including the rights for adaptations/ translation, reproduction, alteration and archiving without any restriction of time period of all such creative and the inputs produced by the agency during the execution of work assigned by TRAI. TRAI may use the designs/creative in future as may be considered appropriate.



- v. The Agency shall indemnify TRAI from all actions, cost, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement in respect of the work created/carried out it for TRAI . The Agency, at its expense, shall defend TRAI, in any proceedings which may be brought in that connection with infringement of IPR in respect of the work it carried out for TRAI.
- vi. If, at any stage, it is found that the work done by the agency is not satisfactory or not delivered/or likely to be delivered within the time frame specified by TRAI, TRAI reserves the right to get the job completed from any other agency at the risk and cost of the agency.
- vii. TRAI, may, by written notice, terminate for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non adherence to time schedule.
- viii. TRAI also reserves the right to terminate the agency at any time without assigning any reasons.
- ix. Engagement of the Agency does not preclude TRAI from doing any or all item of the work listed in the scope of work done on its own or getting it done through any other Agency as it may consider appropriate.
- xi. In the event of any dispute arising between TRAI and the agency in any matter Secretary, TRAI who may act as sole arbitrator or may nominate an officer of TRAI as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.
- xii. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi only.

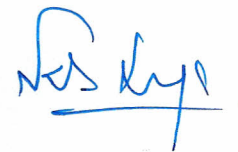


V. Documents to be submitted

The interested agencies applying for empanelment should submit the proof of having empanelled as a Category "A" or Category "B" Agency with DAVP for undertaking Print, Multi Media and Audio-Visual creative work. The **Financial Bid** as per format in **Annexure-I** should be placed in a sealed cover super scribed "**Financial Bid for the Engagement of Creative Agency**" and submitted separately.

VI. Procedure for Selection.

Financial Bid of only such Agencies, who submitted proof of valid empanelment with DAVP as above, would be opened. The financial bids would be evaluated based on the Monthly Retainership quoted.



Annexure-I

(To be kept in a separate Sealed envelope)

Financial Bid

Monthly Reatinership in Indian Rupees : ₹-----
(inclusive of all Taxes)

(In Words) Rupees.....
.....
.....)

(Signature of the bidder with seal)

