



NATIONAL CAPITAL REGION TRANSPORT CORPORATION



Regional Rapid Transit System
**Empanelment of Film Making
Agencies for NCRTC for three
years**

(Empanelment Document – September, 2024)

GatiShakti Bhawan, INA
New Delhi – 110023
www.ncrtc.in

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Empanelment of Film Making Agencies for NCRTC for three years

Application Date -10.09.2024

A. GENERAL INFORMATION

1. **National Capital Region Transport Corporation (NCRTC)** is a Joint Venture Company of Government of India and four State Governments, created for designing, developing, implementing, financing, operating and maintaining a rail based Regional Rapid Transit System (RRTS) in National Capital Region (NCR) to provide safe, reliable, comfortable and fast transit to NCR towns and meet the high growth of transport demand. Further details about NCRTC are available on the website www.ncrtc.in. The construction work of the first corridor between Delhi, Ghaziabad and Meerut is in progress over the entire 82 km corridor. A 34 km stretch of this first RRTS corridor having 8 stations have already been operationalised and work on the remaining sections in Delhi & Meerut is progressing in full swing.
2. NCRTC intends to empanel a minimum of 03 (Three) agencies for development of films including short audio-visuals, social media reels, films covering construction and various challenges & milestones of the project for a period of (03) three years, who can also provide services including scripting, detailed shot-by-shot storyboard (for Video-spots), location shoot, editing, 2-D/3D animation/2D & 3D Character animation/all kinds of Graphics, titling/sub-titling/text, music, voiceover, background effects, special effects etc. to create various format films/videos/Audio-visuals/reels.
3. NCRTC invites sealed applications from established and qualified applicants for **Empanelment of Film Making Agencies for NCRTC for 03 (three) years period.**
4. Applications, duly filled in the 'Application Format- Annexure A' along with all desired supporting documents as per Section D & E of this document, addressed to **CPRO, National Capital Region Transport Corporation Ltd, GatiShakti Bhawan, New Delhi, 110023** should be submitted **upto 15:00 hrs on 09.10.2024**. In case the date fixed is declared a holiday, the application should be submitted on the next working day upto 15:00 hrs without any further notice by NCRTC.
5. Application received after the stipulated date and time will not be accepted. NCRTC will not be responsible for any postal delay.
6. NCRTC reserves the right to reject the incomplete and conditional applications.
7. All the documents attached will have to be attested by the Company's Head of Department or authorised representatives. All documents, data and other statements in the application will be subjected to strict proof check and verification by NCRTC, if felt necessary.
8. NCRTC reserves the right to not assign reasons for declining to consider any particular application or applications. NCRTC also reserves the right to accept or reject any application or all applications without assigning any reason.
9. NCRTC reserves the right to seek performance report from other clients of the Agencies.

10. **DEFINITIONS**

The following terms whenever used in this 'Application' have the following meanings:

- (a) "Employer" means the implementing agency i.e. **National Capital Region Transport Corporation Ltd. (NCRTC)** that will empanel the agency for the Services.
- (b) "Services" means the work to be performed by the Agency pursuant to this application, as described in Scope of work hereto.
- (c) "Agency/ Firm" means a legally-established professional firm or entity empanelled by the employer to provide the Services.
- (d) "Eligible Works" means "production/making of more than 2 minutes audio-visuals/films/videos/travelogues /documentaries/Corporate films"
- (e) "Day" means a working day.
- (f) "Effective Date" means the date on which empanelment agreement comes into force and effect (the "Effective Date") of the Employer's notice to the Agency instructing the agency about date of empanelment.

11. **Conflict of Interest:** An applicant or any of its constituents shall not have conflict of interest. All applicants found to have a conflict of interest shall be disqualified. An applicant shall be considered to be in a conflict of interest with one or more parties in this empanelment process, if, including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this application; or
- (d) they have a business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the empanelment application of another applicant, or
- (e) an Applicant cannot participate as a single entity in more than one applications for a package in this empanelment process. Participation by an applicant in more than one applications will result in the disqualification of all applications in which the partner is involved. Also, an applicant cannot be a sub-contractor to another applicant. However, this does not limit the inclusion of the same subcontractor in more than one application;

12. **Fraud and Corruption:** The Employer requires that applicants and its personnel observe the highest standard of ethics during the empanelment/execution of works. In pursuance of this policy, the Employer:

12.1 defines, for the purposes of this provision, the terms set forth below as follows:

- a. "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any agencies in the empanelment process or the execution of a work;
- b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence empanelment process or the execution of work;

- c. “collusive practice” means a scheme or arrangement between two or more agencies, with or without the knowledge of the Employer, designed to influence the action of any party in a empanelment process or the execution of a work;
- d. “coercive practice” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in an empanelment process, or affect the execution of a work;
- e. “abuse” means theft, waste or improper use of assets related to Employer-related activity, either committed intentionally or through reckless disregard;
- f. “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
- g. “obstructive practice” means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an Employer’s investigation, or deliberately making false statements to investigators, with the intent to impede an Employer’s investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to Employer investigation or from pursuing the investigation; or (c) Employer reserves the right directly or through their Auditors to inspect accounts, records and other documents relating to the bid submission and contract performance pertaining to contractor, supplier, sub-contractor. Deliberate acts intended to impede the exercise of Employer’s contractual rights of audit or inspection or access to information; and
- h. “integrity violation” including (i) to (vii) above including failure to adhere to the highest ethical standard.

12.2 has the right to reject the application for empanelment if it determines that the applicant recommended for empanelment has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the empanelment; and

12.3 will blacklist/ debar a Bidder or its successor, including declaring ineligible, for a stated period of time, to participate in Employer’s activities, if it at any time determines that the Bidder or any of its personnel, or its agents and representative have, directly or indirectly, engaged in corrupt, fraudulent, collusive, obstructive, abusive, conflict of interest, coercive and integrity violation in competing for, or in executing a contract of the Employer.

12.4 will sanction an applicant or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Employer’s activities, if it at any time determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for empanelment, or in executing a work of the Employer.

12.5 In case it is found during the evaluation or at any time before empanelment or after its execution and during the period of subsistence thereof, that the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant may be

- (a) disqualified and banned for further business dealings for a period of two (02) years with the Employer forthwith if not yet empanelled.

(b) And if the applicant has already been issued the Letter of empanelment or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this empanelment document, be banned for further business dealings with the Employer for a period of two (02) years, by a communication in writing by the Employer to the applicant without the Employer being liable in any manner whatsoever to the applicant, as the case may be. Further the empanelment of the applicant may be terminated and the decision of Employer in this regard shall be final and binding on the applicant.

13. To assist in the examination, evaluation and comparison of the Empanelment Applications, NCRTC may, at its discretion, ask any Applicant for a clarification of its Application. Any clarification submitted by an Applicant that is not in response to a request by the Applicant shall not be considered. NCRTC's request for clarification and the response shall be in writing. No change in the substance of the Application shall be sought, offered, or permitted, except to confirm the correction of errors discovered by NCRTC in the evaluation of the Empanelment Application. The Applicant shall respond to the queries. If an Applicant does not provide clarifications of its application by the date and time set by NCRTC in its request for clarification, the application shall be evaluated as per the available information in the submitted application.
14. NCRTC reserves the right to reject the application, in case the *Applicant* was blacklisted by any of its clients since January 2022.

B. SCHEDULE OF EMPANELMENT PROCESS

Sl. No.	Items	Details
1	Date of starting of the Empanelment Process (Notice publishing date on NCRTC website and in newspaper)	10.09.2024
2	Downloading of application started from NCRTC website i.e. www.ncrtc.in	10.09.2024 1100 hrs
3	Last date for seeking clarification	20.09.2024 1500 hrs
4	Last date of submission of application	09.10.2024 1500 hrs
5	Place and Address for submission of application	CPRO, NCRTC Ltd. GatiShakti Bhawan, INA, New Delhi - 110023
6	Date, Time and Venue for opening of the received applications	09.10.2024 15:30 hrs. at NCRTC Ltd. GatiShakti Bhawan, INA, New Delhi - 110023
7	Address for communication	CPRO, NCRTC Ltd. GatiShakti Bhawan, INA, New Delhi - 110023
8	Contact Officials	CPRO, Contact – 011 – 41066943, Email: puneet.vats@ncrtc.in

C. SCOPE OF WORK

Scope of work broadly consists of, but not limited to the following:

Development of Films:

1. Concept and Script Writing
2. Production: Indoor and Outdoor Shoot, Sourcing of stock footages
3. Post Production: Editing, background score, graphics treatment, voice over. Agency should also be able to provide service of VO as per requirement of the AV.
4. Final Film/Audio-Visual: To be delivered to NCRTC in the desired duration and format (for example – for TV, Large Screen Viewing Youtube, Instagram, 16:9, 32:9 formats etc. in full HD/4K format, whichever is desired by NCRTC.
5. Raw files: VO, Music, Video Footages, graphic treatments, individual VFX files, etc, all raw files used for development of videos should be submitted to NCRTC in the desired format.
6. Development of films as per specifications listed by DAVP (Now CBC) in “Advisory on Revised rate card for producers” dated 24/05/2012 or latest Advisory of CBC as and when revised.
7. Development of short duration audio- visuals, social-media reels, theme-based audio-visuals for example- World Environment Day, etc
8. Development of films using existing footages/shots available with NCRTC – Only post – production of videos
9. Re-editing of existing/developed films, shortening duration, exporting in different formats
10. Developing caption based audio-visual reels in which no voice-overs are involved, etc.

D. MINIMUM ELIGIBILITY CRITERIA

The below Documents submitted by the applicant will be evaluated to check whether the Applicant is Eligible or not.

Sl. No.	Eligibility Criteria	Document(s) to be furnished
1.	Minimum Five (05) years of existence in the business of ‘Eligible Works’.	Certificate of Incorporation of the Applicant along with an undertaking for existence in business of “Eligible Works” as per Annexure –‘F’
2.	The applicant should have executed at least 10 ‘Eligible Works’ in last 3 years. “Eligible Works” means “production/making of more than 2 minutes audio-visuals/films/videos/travelogues /documentaries/Corporate films”	Completion Certificates with respective Work Orders to substantiate the experience to be submitted. In case of non- availability of Completion Certificates, proof of payments along with invoices, both duly verified by the client for which the work has been executed may be

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		submitted along with Work Orders.
3.	The applicant should have an average annual turnover of Rs. 34 Lakhs in latest 03 audited financial years.	The turnover for latest available audited FY duly certified by CA with generation of separate UDIN for the same (Relevant document from Chartered Accountant to be enclosed).
4.	The applicant should have a valid GST registration certificate.	A copy of GST Certificate
5.	The applicant should have ownership or access to proper editing studios, suitable softwares and hardwares, other accessories required to be able to deliver 'Eligible Works' as required by NCRTC.	A declaration in this regard as per Annexure- B should be submitted.
All Applicants should also submit along with the application, the duly filled and signed Application Format – Annexure- A		Duly filled, signed and stamped Annexure-A

E. EVALUATION CRITERIA

The shortlisted agencies recommended after successfully fulfilling the eligibility criteria will be awarded marks on the following parameters. The applications would be evaluated on a scale of 100.

Sl. No.	Evaluation Criteria	Scoring methodology	Maximum Marks	Document(s) to be furnished
TECHNICAL PARAMETERS				
1.	Number of 'Eligible Works' executed in last 3 years	1. Upto 10 Works – 0 marks 2. More than 10 works – 2 marks per work upto a maximum of 20 marks	20	Completion Certificates with respective Work Orders to substantiate the experience In case of non-availability of Completion Certificates, proof of payments along with invoices, both duly verified by the client for which the work has been executed may be submitted along with Work Orders.
2.	Existence in the business of 'Eligible Works'.	(Years of existence – Marks) 3. 0– 5 Years – 0 marks	10	Certificate of Incorporation of the Applicant along with an undertaking for existence in business of "Eligible

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		4. More than 5 years – 1 marks per completed year upto a maximum of 10 marks		Works” as per Annexure –‘F’								
3.	Number of Clients of the Applicant in Central or State Governments/ Centre or State PSU/JV companies of Centre or State Government/Autonomous Bodies of Centre/State Government/Government Companies in last 3 Years	(No. of Clients – Marks) Each Client – 1 Mark Upto a Max. of 10 marks	10	Atleast one (01) Work Order from each Government client along with its Completion Certificate to substantiate the experience to be submitted. In case of non-availability of Completion Certificates, proof of payments along with invoices, both duly verified by the client for which the work has been executed may be submitted along with Work Orders.								
4.	Empanelled as Audio-Visual Producers/Agencies with Central Bureau of Communication (CBC), formerly known as Directorate of Advertising & Visual Publicity (DAVP) (Empanelment should be valid till the last day of the bid submission end date)	1. Not- Empanelled – 0 Marks 2. Empanelled – 20 Marks	20	Documentary evidence issued by CBC, clearly highlighting the name of Applicant and validity of empanelment, duly verified by the authorized representative of Applicant.								
5.	Average Annual Turnover of last 03 Audited FY	<table border="1"> <thead> <tr> <th>Average Annual Turnover</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>34 Lakh</td> <td>0</td> </tr> <tr> <td>34 – 50 Lakh</td> <td>2.5</td> </tr> <tr> <td>More than 50 Lakh</td> <td>5</td> </tr> </tbody> </table>	Average Annual Turnover	Marks	34 Lakh	0	34 – 50 Lakh	2.5	More than 50 Lakh	5	5	Duly filled ‘Annexure E’. Signed and stamped by both, the authorised signatory of the bidder and CA along with UDIN.
Average Annual Turnover	Marks											
34 Lakh	0											
34 – 50 Lakh	2.5											
More than 50 Lakh	5											
6.	Number of Professional staffs on roll	1 mark for each employee on roll performing “Eligible	5	Certification from full time Director/CEO/MD/								

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	performing eligible works (indicating their specialization/ area of work)	Works”, upto a max of 5 marks Note: “Eligible Works” means production/making of more than 2 minutes audio-visuals/films/videos /travelogues/docum entaries/corporate films.		CFO/practicing Chartered accountant/ Statutory Auditor along with list of employees. In case of Proprietor, Certification from Proprietor. In case of Partnership Firm, the certificate should be signed by the Partner holding more than 50% shares in the firm and be submitted along with along with list of employees. Note: In case the certificate is issued by a Chartered Accountant, UDIN should mandatorily be mentioned.
7.	Presence of Office in NCR	If having office in NCR – 5 marks	5	A copy of any of the latest below mentioned supporting document: Valid Rent/Lease agreement or Landline MTNL/BSNL bill or Electricity bill or Registration with shop and establishment Dept. or GST registration certificate in the name of bidder.
CREATIVE PARAMETERS				
8.	Quality of submitted Video clip/film/AVs including graphics and animation (of 01 best work)	On the basis of the Impact of the work and its ability to convey the message	10	For evaluation and marking, the Applicant should submit the following: • One (01) best Eligible Work,
9.	Innovation/Impr essive treatment aesthetics/uniqu	Innovativeness and creativity	10	

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	ness of ideas etc. (of 1 best submitted work)			executed in last 5 years.
10.	Clarity of information & Quality of Script, Super (titles) etc.	Script/dialogue/Voice Over and Supers	5	<ul style="list-style-type: none"> • Details of this One (01) best work in the format as per Annexure 'G' • The work shall be evaluated and marks shall be awarded by an internal committee constituted by NCRTC. <p>Note: The Applicants should submit the work for creative evaluation in a Pen Drive/CD/DVD.</p>

Total - 100 marks

In case there is a tie, on marks awarded to applicants, empanelment would be decided on the basis of the maximum number of eligible works done for Government/Metro/PSU organisations in last 3 years. In case of further tie between the marks, the work will be assigned to the agency who has highest average annual turnover in last three financial years.

The minimum cut off criteria for successful empanelment with NCRTC will be 75 Marks, which means agencies scoring 75 or more marks at level B screening will be considered for empanelment. NCRTC intends to empanel a minimum 03 (Three) agencies scoring highest marks at level B screening for RRTS Project Documentation for NCRTC.

In case less than 3 applicants score 75 marks, NCRTC reserves the right to empanel applicants scoring less than 75 marks also upto a level where it reaches a panel of highest scoring 3 agencies. In such case, offer of empanelment shall be issued to applicants scoring less than 75 marks, but not less than 60 marks, in the descending order of marks.

F. FURNISHING OF DOCUMENTS:

1. At the time of submission **ALL REQUIRED DOCUMENTS AS LISTED IN SECTIONS D & E ABOVE** should be put in one single sealed envelope with Name of work mentioned clearly on top of the same.
2. All pages in the application have to be serially numbered.
3. Company's CEO/ or authorised official on behalf of the applicant must sign on each and every page of the application, terms and conditions and all documents submitted (in addition to verification/attestation, if required).

The written confirmation of authorization to sign on behalf of the Applicant shall consist of:

- (a) In case of Private/Public Companies, a Power of Attorney (POA) from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted.
 - (b) In case of proprietorship applicants, affidavit should be submitted.
 - (c) In case of partnership applicants, Partnership deed should be submitted.
4. If an application is not in prescribed format or not accompanied by all the necessary documents, it may be rejected.
 5. NCRTC reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required. The decision of NCRTC in this regard shall be final and binding on all.
 6. An agency, which has been empanelled, may be removed from the panel in case it is observed that the agency has submitted incorrect documents during/after the empanelment process.
 7. Canvassing or recommendations or putting pressure from any source to influence the process of empanelment by National Capital Region Transport Corporation Ltd will lead to automatic disqualification and such applications will be summarily rejected / will not be considered.

G. Post Empanelment

1. The duration of the empanelment will be for a period **of 3 (Three) years** from the date of issue of empanelment letter, subject to submission of an unconditional acceptance by the shortlisted agencies. **Performance reviews on the responsiveness of the empanelled agencies will be conducted on yearly basis.** NCRTC may terminate the empanelment of any Agency at any time for not fulfilling any of the terms and conditions or not delivering quality in the work. The Agency shall not be entitled for any damage or compensation against such termination.
2. NCRTC reserves the rights to terminate the panel/empanelment of any of the empanelled agency/ agencies at any time before expiry of the empanelled period without assigning any reasons by giving one month's notice. **In such a case, payments shall be made for the work executed during the empanelment period, but the empanelled agencies will not be paid any compensation for termination of empanelment.**
3. **Arbitration** - All questions, disputes and/or differences arising under or in connection with this empanelment shall be resolved by Arbitration as per the provisions of 'The Arbitration and Conciliations Act -1996' as amended from time to time. The event shall be referred to the sole arbitration of the officer or person nominated by the Managing Director/NCRTC whose decision in this regard shall be binding on the applicant. The venue of the arbitration shall be New Delhi. The Fee & expenses of the arbitration Tribunal shall be shared jointly in equal proportion by the parties.
4. In case of any dispute or difference arising between the parties under this Application and arising/ relating to this Application shall be governed by and construed in

accordance with the laws of India and the parties hereto irrevocably submit to the exclusive, jurisdiction of the Courts in Delhi to try any suit, proceeding in connection herewith in that behalf.

5. In the event of any breach of the said terms and conditions of the empanelment, NCRTC may de-empanel and debar the agency from participating in the future works of NCRTC for a period of 2 years.

H. Work procedure

1. Being empanelled does not guarantee for any work from NCRTC. Work will be allocated as per the need basis. NCRTC is free to get the work done from any empanelled/non-empanelled agency as per their capability and responsiveness.
2. The quantum of work to be distributed amongst the agencies will not be related to their ranking. All the selected agencies will be considered at par. NCRTC reserves the right to distribute the work as per its requirements and discretion.
3. Generally, none of the empanelled agencies will be given more than 70 percent of the total business/work executed as part of this empanelment during the empanelment duration.
4. It is made clear that no incidental charges of any nature will be payable by NCRTC, to cover any such cost incurred by the Agency during the process of execution of release orders of the pertaining work.
5. The work will primarily be done on the prevalent **DAVP rates**. For other items (not mentioned in the DAVP document), a competitive rate will be finalised after the empanelment.
6. The empanelled agency shall ensure that work is completed within given time provided with the work order, it will be the discretion of the CPRO, NCRTC to impose penalty and/or allow partial/ total payment in case of delayed response.
7. The empanelled agency will ensure supply of the copies of the video/clips/untouched data etc in a suitable storage device preferably in a Pen Drive and keep a copy/original with them for archival purpose (till the completion of empanelled period). The same is to be submitted to NCRTC as per the requirement.
8. The Agency will have to ensure compliance with copyright, patents and other Intellectual Property Laws, in all material, including video footages, supplied by them. The Agency will be completely liable in all such cases, and no liability shall lie with NCRTC.
9. The agency should abide by and have good understanding of various laws/regulations governing production of films/videos such as:
 - a. The Emblems and Names (Prevention of Improper use) Act, 1950.
 - b. Indecent Representation of Women Act, 1989.
 - c. Monopolies & Restrictive Trade Practices Act, 1969. Now competitive Act, 2002.
 - d. Drugs and magic remedies Act, 1954.
 - e. Prize competition Act, 1953.
 - f. Section 24 of the Food Safety & Standard (FSS) Act, 2006.
 - g. RBI Rules and Regulations.
 - h. Prohibition Acts such as prohibition of smoking, defacing of public property, monuments, etc.

- i. Defamatory Advertisements, etc.
 - j. Information Technology Act, 2000.
 - k. Other relevant Acts.
10. NCRTC's Corporate Communications Office or its representatives have all rights to inspect Agency's premises during office hours on any working day and check /inspect any record of the Agency connected with the works related to NCRTC.

I. Allocation of Work

1. Allocation of work will be at the discretion of NCRTC.
2. As per the prevailing policy of NCRTC, for films to be developed as per DAVP rate card, work shall be allocated to empanelled agencies on the basis of inviting a synopsis. The agency that submits the most relevant and creative synopsis and treatment shall be awarded the work for such assignments.
3. However, to fix rates for works as mentioned in the scope of work above, that are not listed in the DAVP rate card, competitive rates shall be invited from the empanelled agencies and rates will be fixed for the duration of empanelment for carrying out such works. The allocation of such works will generally be awarded to the empanelled agency that quotes lowest item rate, though NCRTC reserves the right to get the work done from any of the empanelled/ non- empanelled agencies as per the need.

J. Billing/ Payment

1. Payment will generally be done within 30 days of the submission of the invoice, subject to satisfactory completion of the job.
2. The Agency will submit GST bills along with the issued work order and certification of expected deliverables.
3. Agency shall be solely responsible for raising correct invoices/bills in all respect and a 'certificate' to the effect will have to be endorsed on all the bills.
4. NCRTC reserves the right to disallow a part or full payment against any bill, if any of the terms of agreement is violated.
5. Only in case of unavoidable circumstances, the Agency may submit one supplementary bill in respect of the work done against one release order.
6. The Agency will have to submit full & final bill, positively, generally within 30 days from the date of work done. NCRTC will make payment after due check of the bill, submitted along with proof of all work done.
7. Payment will be released online by NEFT/RTGS/Account Transfer. Agencies shall submit details of Bank account number etc.,
8. Statutory deductions towards applicable taxes shall be made as per rules.
9. Invoices raised should be inclusive of all Taxes, except GST. GST will be paid extra as applicable on the submission of GST invoices for first RA bill. The subsequent RA Bill shall be raised for payment upon submission of documentary evidence towards payment of GST collected on the previous bill to the GST authorities. However, if subsequent bills are raised before return submission date of previous bill period, the documentary evidence towards payment of GST shall be provided by the agency within 7 days from due date of such return filing.
10. No request for increase in rates will be entertained during the empanelment, no advance payment will be made, neither any interest on the delayed payment.

K. Application Cost

The cost borne by the Agency for applying for empanelment with the NCRTC, cannot be claimed for refund or reimbursement.

L. Other Terms & Conditions

1. Any damage/losses caused to the personnel of Empanelled Agency or its equipment shall be borne by the Agency itself. NCRTC shall not be responsible for any financial loss or any injury to any personnel so deployed by the agency during their performing the functions/duties as part of its empanelment, or for payment towards any compensation.
2. COPYRIGHT: The copyright or other intellectual property rights in any Data, plans, audio- visuals or all the deliverables covered under scope of work, films, other documents, Materials, relating to the work shall be vested in the NCRTC. The agency shall grant to NCRTC, its assignee a royalty-free, nonexclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the Data, shoot, audio-visual content in any format, all the deliverables covered under scope of work, other documents, materials and any such know-how and information for all purposes relating to NCRTC (including without liming the design, reconstruction, reinstatement, extension,).
3. The work done by the agency under this empanelment with NCRTC shall not be used by the agency for any other organisation / any other work or purpose, except for NCRTC, without the express written consent of NCRTC. The agency shall not modify, copy, distribute, transmit, display, publish, sell, or license any information, data, material of the work done for NCRTC under this empanelment without the express written consent of NCRTC. The agency shall not reproduce, transmit, transcribe, store in a retrieval system, or translate into any human or computer language any part of the information, material and data created under this empanelment with NCRTC, in any form or by any means whatsoever without the express written consent of NCRTC.

Annexure 'A'

FORMAT FOR SUBMITTING APPLICATION FOR EMPANELMENT AS FILM MAKING AGENCY WITH NATIONAL CAPITAL REGION TRANSPORT CORPORATION (NCRTC)

Date: _____

To,
The CPRO,
NCRTC Limited
GatiShakti Bhawan,
INA- New Delhi- 110023

Sub: Empanelment of Film Making Agencies for NCRTC for three years.
Ref: Website Notification regarding Empanelment of Film Making Agencies for NCRTC for three years on NCRTC's website.

Dear Sir/Mam,

1. With reference to invitation of Empanelment of Film Making Agencies for NCRTC for three years, I/We agree to offer following service(s) to NCRTC as per the terms & conditions specified in the empanelment document.
2. I/We have perused all the terms and conditions stated in the empanelment document for referred empanelment and hereby agree to abide by all the said conditions.
3. I/We have understood that along with this application, I/We must attach all documents as per the check list of empanelment document, failing which my/our application will be deemed incomplete and will be summarily rejected.
4. I/We have understood and agree that in case we indulge in canvassing or trying to influence the process of empanelment or the decision of NCRTC before, during or after the empanelment process, our application will be summarily rejected.
5. I/We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest.
6. I/We am/are not participating, as an Applicant or as a subcontractor, in more than one application in this empanelment process.
7. While submitting this application, I/We certify that
 - a. I/We have not induced nor attempted to induce any other Agency to submit or not submit an application for restricting competition.
 - b. I/We agree with all the terms and conditions specified in the empanelment document.
 - c. I/We declare to the best of our knowledge and belief, that the information given in this application and attachments are correct, complete and true.
 - d. It is understood that this is not a tender form, but empanelment process and no business is guaranteed by NCRTC, on qualifying empanelment eligibility.

Empanelment of Film Making Agencies for NCRTC for three years

- e. I/We understand that NCRTC reserves the right to accept or reject any or all applications at any time without assigning any reasons. I/We agree to abide by all the decisions of NCRTC in this regard.
- f. Whether the certified/signed copy of all documents and declaration have been attached: **Yes/No**
- g. Please mention, if the agency was blacklisted or terminated any time prior to 2 (two) years before the deadline for submission of applications. **YES/NO** _____
- If yes, kindly specify the reasons for blacklisting or termination):***
8. I/We understand that our videos/clips/creatives will be assessed and awarded marks for empanelment only if we meet the eligibility criteria.
9. I/We hereby confirm that, we have downloaded/read the complete set of Empanelment documents /addendum/corrigendum along with the set of enclosures hosted on website of NCRTC. I/We confirm that we have gone through the empanelment documents, addendums/corrigendum's placed up to the due date of submission of the empanelment applications.
10. I/ We confirm our unconditional acceptance for the same and have considered these in the submission of our empanelment application.

All pages of this application have also been signed by me/us and have been serially numbered.

Yours sincerely,

(Authorised Signatory)
Name
Designation and Seal
Name of the company
Address
Telephone
Mobile
Fax
Email

Place _____

Date _____

Annexure 'B'

Undertaking for “Ownership or Access to proper editing studios, suitable softwares and hardwares, other accessories required to be able to deliver ‘Eligible Works’ as required by NCRTC.”

(On the Letterhead of Applicant)

I/We(Name of the Applicant)
have read the ‘Minimum Qualifying Criteria’ and ‘Scope of Work’ of this Application Document.

I/We hereby declare that we own/have access to proper editing studios, suitable softwares and hardwares, other accessories required to be able to deliver ‘Eligible Works’ as required by NCRTC.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Annexure 'C'

The Applicant must accomplish the details on its Company letterhead clearly showing the Applicant's complete name and address.

Applicant's Information Form

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Applicant shall provide the information requested in the corresponding Information Sheets included hereunder

Applicant's legal name	
Applicant's Registered Address	
Applicant's country of constitution	
Applicant's year of constitution	
Status of the Applicant/ Firm (Please tick against the relevant category)	Sole Proprietorship Firm : <input type="checkbox"/> Partnership Firm: <input type="checkbox"/> Private Limited Company: <input type="checkbox"/> Public Limited Company : <input type="checkbox"/> Limited Liability Partnership : <input type="checkbox"/>
Applicant's legal address in country of constitution and in India	
Applicant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Applicant's GST No. (Please attach the relevant GST registration Certificate)	
Applicant's PAN No. (Please attach the relevant PAN Card)	

Annexure 'D'

Format for Power of Attorney (POA)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary in connection with or incidental to our bid for the empanelment, including submission of application, withdrawal, substitution and modification of application, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all dealings with National Capital Region Transport Corporation Limited or any other Government Contractor or any person, in connection with the application for the said work until culmination of the process of empanelment till the Contract is entered into with the National Capital Region Transport Corporation Limited and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

..... (Signature)

(Name, Title and address) of the **Person Accepting the POA.**

..... (Signature)

(Name, Title and address) of the **Person issuing the POA.**

Note:

- (i) The applicant should submit the notarized Power of Attorney. In case of Foreign Partners, Power of Attorney(s) and Board Resolution, constitution of the legal entity, memorandum & articles of association or other valid legal instruments acceptable to the Employer confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission of India in applicant's Country or applicants from Partner Countries of Hague convention may submit these documents with "Apostille" stamp.

Also, in case these documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission of India in Bidder's Country.

- (ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (iii) The applicant should submit following additional document in support of the POA as case to case basis:
- a) In case of Private/Public Companies, a Power of Attorney (POA) from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. Copy of Board Resolution shall also be submitted, where applicable.
- b) Proprietorship Affidavit in case of Proprietary applicant.
- c) Partnership deed in case of partnership applicant.
- d) In case of Limited Liability Partnership (LLP), a POA from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. Copy of Board Resolution shall also be submitted, where applicable.
- e) Memorandum & Articles of Association in case of a Public/Private Company.

Annexure 'E'

The applicant must accomplish the details on its Company letterhead clearly showing the Applicant's complete name and address.

Annual Turnover for the last 03 years

(From professional videography, Animation including HD drone recording with the work of editing and creating graphics in various formats to make video clips/films/AVs etc.)

NAME OF APPLICANT:

Annual Turnover Data for the Last 03 Financial Years (in INR, Excluding GST)				
Year	Turnover Amount And Currency	Updated turnover (see note 3 below)	Exchange Rate between INR and the foreign currency	Updated Turnover (see note 3 below)
Average Annual Turnover for last 03 years				

NOTE:

1. Annual Turnover shall not include GST Amount.
2. Copies of Annual Financial Statements are not required to be submitted.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of CA/Auditor)

Name of CA/Auditor: _____
Registration No: _____

(Seal)

UDIN No. _____

3. Average Annual Turnover, in case the figure is stated in currency other than INR, the same (currency of each financial year) shall be converted to INR by adopting the Exchange rate between that Currency and INR as on last day of the respective financial year. The Annual turnover in INR or converted into INR as above from the currency other than INR, shall be updated by 5% per annum compounded annually from the last day of the respective financial year up to the last day of the latest audited Financial Year submitted by the applicant.
4. (i) The exchange rate shall be as per the website of RBI. In case the reference rate of particular currency on a given date is not available on the website of RBI, it will be taken as per the website of Financial Benchmark India Private Limited (FBIL) as specified in the website of RBI.
(ii) In case the exchange rate of the particular currency is not available on any date in both the websites as mentioned above, then the selling exchange rate as per the website of the Central Bank of that country to which the currency belongs will be taken to convert that currency to INR. In case the exchange rate of that currency is not directly available in INR then the currency will be first converted to USD and then re-converted to INR as per para above.
(iii) Applicant should indicate the source used with documentary evidence for conversion and conversion rates used for converting foreign currency into INR.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of CA/Auditor)

Name of CA/Auditor: _____
Registration No: _____

(Seal)

UDIN No. _____

Annexure 'F'

UNDERTAKING FOR BUSINESS OPERATION

It is to undertake that M/s is registered/incorporated on (ddmmyyy) and is in continuous operation in India in the field of 'Eligible Works' as defined in this document since.....(ddmmyyy).

**Seal and Signature
of MD/whole time Director on the Board /CEO/Proprietor/
Partner with maximum shares in partnership firms**

Annexure 'G'

Format for Details of One (01) best work, executed in last 5 years submitted for evaluation and marking under 'CREATIVE PARAMETERS'

Title of the Film	
Client for whom the film is produced	
Duration of the film	

We, _____ (Name of the Applicant), hereby, certify that the abovementioned work is an original production by me/us. We understand that our application for **Empanelment as a Film Making Agency with NCRTC** can be cancelled, in case the above facts are found to be false.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY