



005/APDC/RFE - Digital Cinema Agencies /Owners/2022

**GOVERNMENT OF ANDHRA PRADESH
ANDHRA PRADESH DIGITAL CORPORATION LIMITED (APDC)**

15th September 2022

**Subject: Request for Empanelment (RFE) of Digital Cinema Agencies
/Owners with Andhra Pradesh Digital Corporation Limited (APDC)**

In pursuance of the Govt orders issued in its G.O.Ms.No. 15, Industries & Infrastructure department, dated 31st Dec 2021 and Lr. No. INI01-APFN/19/2021/Airports, dated 12-09-2022 Policy Guidelines for Empanelment/Engagement of Digital Cinema Agencies / Owners with Andhra Pradesh Digital Corporation Limited (APDC) are hereby notified. APDC invites Request for Empanelment (RFE) from Digital Cinema Agencies / Owners.

Policy Guidelines stipulate the eligibility criteria and terms and conditions of empanelment/engagement of Digital Cinema Agencies / Owners with Andhra Pradesh Digital Corporation Limited (APDC), for Public Service Awareness (PSA) films.

Sd/-

**Chinna Vasudeva Reddy
Vice Chairman and Managing Director**

Request for Empanelment (RFE)
of
Digital Cinema Agencies /Owners
with
Andhra Pradesh Digital Corporation Limited
(APDC)

Andhra Pradesh Digital Corporation Limited

Government of Andhra Pradesh

September 2022

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I. Data Sheet

No.	Information	Details
1.	Date of Publishing of Policy Guidelines and EOI document for Empanelment of Digital Cinema Agencies /Owners	15/09/2022
2.	Address for Communication	Vice-Chairman & Managing Director, Andhra Pradesh Digital Corporation, 5 th Floor, Next Space Building, D. No 7-201, RS No 14/3A KunchanaPalli, Tadepalli(Mandal), Guntur - 522501, Andhra Pradesh. Ph: +91 99599 88888 Email: vcmd-apdc@ap.gov.in
3.	Last date for submission of written queries (through email only)	22/09/2022
4.	Pre-Empanelment Meeting	26/09/2022
5.	Last date for submission of RFE	29/09/2022, 5.00PM
6.	Policy Guidelines Validity Period	Until modified by Govt Order.
7.	Empanelment Validity Period	One (1) year, extendable for further periods of one (1) year at a time.
8.	Application Fees	Rs 25,000/- in the form of DD from any nationalized bank, in favor of the Chief General Manager - Finance, APDC.
9.	Security Deposit (to be arranged at the time of the first work order)	Rs 5,00,000 (Rupees Five Lakh only) in form of a Bank Guarantee.
10.	Empanelment Document	It can be downloaded free of charge, from https://www.ipr.ap.nic.in or https://apdc.ap.gov.in

II. About the Government

Government of Andhra Pradesh is the administrative and ruling authority for the State of Andhra Pradesh, under the federal structure of constitution of the Country of India (the government for the Indian state of Andhra Pradesh). The Government of Andhra Pradesh is a democratically elected body, with 175 MLAs elected to the Legislative Assembly for a 5-year term that governs the State of Andhra Pradesh, India. The state government is headed by the Governor of Andhra Pradesh as the nominal head of the state, with a democratically elected Chief Minister as the real head of the executive.

III. About the APDC

Government of AP has established Andhra Pradesh Digital Corporation Limited (APDC) for strategically leveraging the Digital Media platforms by building direct Communication with the people, to propagate the vision of the Govt. and to drive AP Digital Mission with desired objectives. The Government's aim here is to publicize the information about welfare and development schemes through visual content and messaging via Digital Media platforms, including websites.

APDC will be the Nodal agency for all State Govt. Ministries/Departments/Public Undertakings/ Corporations/ Societies/ Govt Institutions/ Local Bodies etc. for all digital advertising. All releases of such advertisements shall be through APDC.

APDC shall undertake Government's uniform communication strategy through Public Service Awareness (PSA) films, as per the instructions of the Govt., from time to time.

IV. Policy Guidelines

1. Digital Cinema Agency (DCA)/Owner must be compliant with digital cinema Technology which is defined as 'the use of digital technology for distribution, projection and generation of logs of motion picture in a cinema hall'. It must have fool-proof verification mechanism of logs of Government advertisements played during preshow and interval so as to enable APDC to confirm the compliance of release orders before payment. The Digital Cinema Agency has to provide logs in XML format or any other format stipulated by APDC.
2. Digital Cinema Agencies and Cinema screen owners having one or more Digital Cinema Screen(s) can apply for empanelment. They should either own the cinema screens or have agreement with owners of cinema screens and provide the necessary documentary evidence substantiating their claim at the time of seeking empanelment.
3. The empanelment process will be opened throughout the year. Applications completed in all respects must be submitted to APDC along with a nonrefundable processing fee of Rs. 25,000/- in the form of demand draft payable to Chief General Manager - Finance, APDC, payable at Vijayawada.
4. The empanelment becomes effective from the date of consent is conveyed to the Digital cinema agency. The empanelment shall be valid for a period of one (1) year, and it may be extended for further periods of one (1) year at a time.
5. The empaneled agency with APDC should inform the details of delisting of cinema screens which are shut down for renovation or are closed on the first day of every month so that APDC can delete these cinema screens from its list. Digital Cinema Agencies must intimate on their own the modified list of Digital Cinema Screens immediately as and when such modifications take place.

6. APDC reserves the right of physical verification of the cinema halls/screens on its own or through its authorized Third-Party Agencies.
7. Out of the 10 minutes pre-show period and 10 minutes interval period, the last 5 minutes of the pre-show period before the start of the movie package, and the last 5 minutes of the interval period before the start of second half of movie package, shall be treated as Prime Screen Time (PST) in digital cinema.
8. The Government spots should be exhibited in the PST period of screening to ensure that maximum audiences watch the social message.
9. As per the Ministry of Information & Broadcasting, Government of India Policy guidelines,
 - a. the Unit Price (gross) for 10 second spot per show per cinema screen shall be Rs. 18/- for all cinema screens having capacity equal to or more than 500.
 - b. the Unit Price (gross) for 10 second spot per show per cinema screen shall be Rs. 15.6/- for all cinema screens having capacity less than 500.
10. If any spot is placed beyond the PST and up until 10 minutes before the start of movie package, then a deduction of 30% on gross rate. The net rate becomes Rs. 12.6 and Rs. 10.92. However, in no case, the spots should run more than 10 minutes before the commencement of the show.
11. The assignment of jobs to the Digital Cinema Agencies and distribution of work to any of the agencies will be decided by APDC as per requirement of the client Department/Board/Corporations/PSUs and other autonomous bodies of the State. Empanelment of any agency shall not confer any right to issue advertisement to them.
12. Agency Commission @15% will be deducted by APDC on the rates mentioned above.
13. For establishing a viable monitoring system, all empanelled Digital Cinema Agencies must provide real-time access to their central servers that will carry logs of Government spots in XML stipulated by APDC for daily compliance reports of all campaigns of the Government, client department/ board/corporations/ PSU's and other autonomous bodies of the state. The DCA's should also provide the log reports to APDC and its clients in stipulated format with drop down menu within two days, so that APDC is in position to cross check the logs. The empanelled agencies which do not have in place mechanism of centralized log monitoring mechanism should comply with the same within a period of three months.
14. Securing CBFC (Central Board of film Certification) certificate shall be the responsibility of APDC or its client that gets the spots produced, and not the Digital Cinema Agencies.

V. Digital Policies

APDC has come up with centralized and comprehensive Screening of the Public Service Awareness (PSA) films to achieve the below desired objectives:

1. Prepare effective strategies for execution of IEC (Information, Education and Communication) activities of the Govt., flagship programs with a uniform communication strategy.
2. Enable Government, Ministries and APDC to engage with Digital Cinema Agencies /Owners based on various criteria, terms and conditions, and processes stipulated in this document.
3. Coordinate, control and track these activities in an effective manner to reach wider audience.

VI Eligibility Criteria for Empanelment

1. Digital cinema agency / Owner must be complaint with digital cinema Technology which is defined as 'the use of digital technology for distribution, projection and generation of logs of motion picture in a cinema hall'. It must have fool-proof verification mechanism of logs of Government advertisements played during preshow and interval to enable APDC to confirm the compliance of release orders before payment. The Digital Cinema Agency has to provide logs in XML format, or any other format stipulated by APDC for consumption of APDC application software.
2. Digital Cinema agencies and Cinema screen owners having one or more Digital Cinema Screen(s) can apply for empanelment. They should either own the cinema screens or have agreement with owners of cinema screens and provide the necessary documentary evidence substantiating their claim at the time of seeking APDC empanelment.
3. Only the applications submitted directly by Digital Cinema agencies and Cinema screen owners shall be entertained. In other words, no intermediary agency is eligible to apply on behalf of a Digital Cinema agencies and Cinema screen owners, in the format prescribed / approved by APDC, at any given point of time as well as the dated reports must be provided. The consolidated execution report should also be provided in the format prescribed /approved by APDC once the PSA films are shown.
4. Digital Cinema Agencies /Owners once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of APDC and keep the APDC informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
5. The entire Data & the Intellectual property generated from the activity will be owned fully by APDC. All the real and virtual creations will be the property of APDC and Intellectual Property Rights will vest with APDC.

6. Company /agencies shall in form APDC in case any change takes place in their official address, bank account details, ownership etc, within seven (7) days from any such change. In case such information is withheld, APDC may take necessary punitive actions as deemed fit in the circumstances.
7. Authorized personnel shall be designated by the Digital Cinema agencies and Cinema screen owners for any communication with APDC. In case there is a change in the authorized representative or his/her email id or phone number or other such details, the same shall be communicated to APDC, within seven (7) days from any such change.
8. Digital Cinema agencies and Cinema screen owners are required to provide professional, objective, and impartial service and always hold the Andhra Pradesh Government's interests paramount, without any consideration for further work, and strictly avoid conflicts with other assignments or their own corporate interests.
9. Digital Cinema Agencies / Owners shall apply for empanelment along with relevant documents under name, signature, and seal of authorized signatory, stating that the information submitted by them is correct and they will abide by all Terms & Conditions.

B. Duties and Obligations of Digital Cinema Agencies/Owners

1. The empaneled agency should inform APDC the details of delisting of cinema screens which are shut down for renovation or are closed on the first day of every month so that APDC can delete these cinema screens from its list and Release Orders do not include these screens. Digital Cinema Agencies must intimate on their own the modified list of Digital Cinema Screens immediately as and when such modifications take place.
2. APDC reserves the right of physical verification of the cinema halls/screens on its own or through its authorized Third-Party Agencies.
3. In order to ensure that Government spots reach maximum audience, the agencies/owners should run the spots in Prime Screen Time which has been defined in the para C.
4. The agencies should adhere to the mechanisms of monitoring mentioned in para F below or any such mechanism prescribed by APDC from time to time.

C. Screening of spots in Prime Slots-Prime Screen Time

1. Out of the 10 minutes pre-show period and 10 minutes interval period, the last 5 minutes of the pre-show period before the start of the movie package, and the last 5 minutes of the interval period before the start of second half of movie package, shall be treated as Prime Screen Time (PST) in digital cinema.
2. The Government spots should be exhibited in the PST period of screening to ensure that maximum audiences watch the social message.

D Assignment of Jobs

1. The assignment of jobs to the Digital Cinema Agencies and distribution of work to any of the agencies will be decided by APDC as per requirement of the client Ministry/Department /Organization, availability of funds and target audience. APDC will allocate the screens in a media plan, as far as possible, to all agencies in the ratio of the screens that each agency has. Any exception to the above will be made only in exigencies by the APDC.

E Securing CBFC certificate

1. Securing CBFC certification under Section 5(A) of the Cinematograph Act, 1952 for the spots shall be the responsibility of the APDC that gets the spot produced and not of the Digital Cinema Agency.

F Public Service Awareness Films

1. The authentication of whether a Digital Cinema Agency is screening PSA films or not shall be done by APDC or its authorized persons/agency.

2. For the operation of these guidelines, PSA films are films which are so declared by the Ministry of I&B under section 12(4) of the Cinematograph Act, 1952 and necessary certificate as PSA films issued by Central Board of Films Certification.

VII Commercial Bid

Rates / Pricing and Deductions

1. The Unit Price (gross) for 10 second spot per show per cinema screen shall be as follows:
 - (i) Screens having capacity equal to or more than 500: Rs 18/- per 10 second spot per show per cinema screen.
 - (ii) Screens having capacity less than 500: Rs 15.6/- per 10 second spot per show per cinema screen
2. The GST will be reimbursed by APDC at applicable rates as extra.
3. Agency commission @ 15% will be deducted by APDC on the rates mentioned at (i) and (ii) above. The net rates will be as follows:
 - (i) Screen having capacity equal to or more than 500: Rs 15.30/- per 10 second spot per show per cinema screen.
 - (ii) Screens having capacity less than 500: Rs 13.26/- per 10 second spot per show per cinema screen.
4. If Any spot is placed beyond the PST and up until 10 minutes before the start of movie package, then a deduction of 30% on gross rate and net rate as mentioned in para (VII 1 and 3) above would be applicable. However, in no case should the advertisement run prior to more than 10 minutes before the commencement of the show

- 5 In order to validate the logs, APDC can utilize the services of a Third-Party agency that will audit the digitally signed logs by authorized signatory or physically inspect the theatres as a form of validation.

VIII Other Terms and Conditions:

1. Digital cinema agency / Owner applying for empanelment will submit a notarized certificate under name, signature, and seal of authorized signatory, stating that the information submitted by them is correct and they will abide by all Terms & Conditions of APDC empanelment as well as the decision of APDC regarding their empanelment
2. Empanelment and advertisement rates finalized shall be valid for one year from the date of empanelment, and are likely to be renewed based on performance until the next rate panel is prepared. APDC reserves the right to come up with a new advertisement rate panel
3. An empaneled Digital cinema agency / Owner may be debarred from Govt ads from APDC, for the remaining period if it refuses to accept and carry advertisements issued by it on behalf of the Ministries / Departments of Govt of AP, PSUs, and Autonomous Bodies/all Govt Institutions.
4. The decision of VC and MD, APDC is final in case there is a disagreement over any of the provisions mentioned above for empanelment of Digital cinema agency / Owner and their rates and other terms and conditions. The appeals, if any, lies with Govt.

IX Process of Engagement

1. The Digital cinema agency / Owner shall apply in the prescribed. Application form can be found in Annexure II.
2. The Digital cinema agency / Owner will have to enter an agreement /contract with APDC. The broad terms of agreement are in Annexure IV.
3. Without such agreement / contract on the part of Digital cinema agency / Owner, APDC shall not consider them for government outreach campaigns.
4. Empanelment does not confer any right to place work orders. Work orders will be released as per needs and requirements of the Govt.

X Validity Period for Policy Guidelines

These policy guidelines will remain valid until modified by Gol.

XI Period of Empanelment:

The duration of the empanelment of the Digital cinema agencies / Owners shall be for a period of one (1) year, extendable for further periods of one (1) year at a time, as decided by APDC.

XII Completeness of Response:

1. Digital cinema agencies / Owners are advised to study all instructions, forms, terms, requirements, and other information in the document carefully.
2. Submission of the proposal shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.

XIII Preparation Costs and Related Issues:

1. Digital cinema agencies / Owners is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the document, in providing any additional information required by the nodal agency to facilitate the evaluation process, or “conduct of due diligence”, where required.
2. APDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the process.
3. All materials submitted by the participant will become the property of APDC and may be returned completely at its sole discretion.

XIV Security Deposit

1. At the time of getting the first work order, Digital cinema agencies / Owners shall furnish a security deposit of Rs 5,00,000 (Rupees Five Lakh only) to Andhra Pradesh Digital Corporation Limited, as compensation for the Digital cinema agency / Owner’s failure to complete its obligations under the contract.
2. Security Deposit shall be in the form of Bank Guarantee from any Nationalized Bank or any large and reputed, scheduled commercial Bank, valid for 1 year and extendable till the completion of the empanelment.

3. The security deposit will be discharged by the Andhra Pradesh Digital Corporation Limited and returned to the Digital cinema agency / Owner not later than thirty (30) days following the date of completion of all formalities under the contract.

XV Penalty

Failure to comply with agreement the Digital cinema agency / Owner will attract a penalty of Rs 10,000/- (Rupees Ten thousand only) per day.

Delay in screening beyond a day will result in cancellation of the orders, blacklisting of the empaneled Digital cinema agency / Owner, and the Digital cinema agency / Owner will also forfeit the security deposit.

XVI Revocation of Agreement/Contract

1. The agreement /contract of company (Digital cinema agency / Owner) with APDC shall be revoked/ suspended if it is found in contravention of any of the criteria listed in this document.
2. APDC can decline, suspend and / or debar from empanelment or from applying for empanelment for the next three years if a material misrepresentation is made or discovered.
3. If during the period of agreement/ contract, the Digital cinema agency / Owner fails to comply with the laws of the land, the agreement/contract shall stand revoked.
4. The Digital cinema agency / Owner will be under contractual obligation to furnish only genuine information to APDC. If any claims for payment are made on the basis of false/ incorrect information, the agreement/ contract is liable to be revoked. This is without prejudice to any further punitive action as deemed fit by APDC on the matter.
5. The APDC shall at any time be entitled to determine and terminate the Agreement for any reason including unsatisfactory performance or violation of any terms of the Agreement. A notice in writing from APDC shall be issued giving 07(seven) days' time for such termination. In case of such termination, APDC shall pay the Digital cinema agency / Owner charges up to the effective date of termination. However, any such termination shall not relieve the Digital cinema agency / Owner of any of the service provided by them prior to such termination.
6. Time is the essence in digital media. If the work order is not completed within the stipulated time or extended time, APDC will hold full authority to cancel the tender or take any such action that will be deemed fit to the occasion at the risk and cost of the successful Digital cinema agency / Owner.
7. In all the scenarios listed above, where the Digital cinema agency / Owner's empanelment is cancelled / suspended / debarred, the Digital cinema agency / Owner will forfeit the security deposit.

8. Notwithstanding anything contained in this document, APDC reserves the right to accept or reject any Proposal, at any time without any liability or any obligation for such rejection, without assigning any reasons thereof.
9. All rights are vested with the APDC only for repeal/change/cancel, the whole process of Empanelment without assigning any reasons there for.

XVII Force Majeure:

1. Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Act of God, Governmental restrictions or instructions, natural calamities or catastrophes, epidemics, or disturbances in India.
2. Force Majeure shall not include:
 - a. Any event which is caused by the negligence or internal action of a party or by or of such party's agents or employees, nor
 - b. Any event which a diligent party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations as per the agreement.
 - c. Insufficiency of funds or man power or inability to make any payment required for execution of services in the contract.
3. A party affected by any event of Force Majeure shall immediately notify the other party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

XVIII Dispute Resolution

In case of any dispute or differences between the parties hereto arising out of or in connection with the deed of whatsoever nature, the same shall be referred to a Sole Arbitrator to be mutually agreed and appointed by both the Parties. The arbitration shall be held at Vijayawada only. The award as passed by the Sole Arbitrator will be binding on the Parties and the same shall not be challenged on the ground of jurisdiction of the Arbitrator.

XIX Legal

In case of any dispute, efforts would be made to resolve it amicably. However, if the dispute is not resolved amicably, all disputes will lie in the jurisdiction of Courts within Vijayawada only.

XX Empanelment Document

The empanelment document shall be obtained free of cost, from the Office of The Vice-Chairman & Managing Director, APDC 5th Floor, Next Space Building, Kunchanapalli, Tadepalli

Mandal, Guntur - 522501, Andhra Pradesh or it can be downloaded from www.ipr.ap.nic.in or www.apdc.ap.gov.in.

For the downloaded empanelment document, the applicant should give a declaration for not having tampered the downloaded empanelment document.

XXI Details of Fee

The Applicant must submit their application by paying Rs 25,000 (Twenty Five Thousand Rupees only, Nonrefundable) in the form of DD from any nationalized bank in favor of the "Chief General Manager - Finance, APDC" with the checklist of documents listed in ANNEXURE VIII.

SIGNATURE OF THE APPLICANT:

NAME IN BLOCK LETTERS:

DESIGNATION:

DATE:

ADDRESS:

COMPANY SEAL:

Annexure I

BID SUBMISSION PROCEDURE

SUB: Empanelment of Digital Cinema Agencies / Owners with APDC for Government PSA films –Reg

Ref: EOI Notice 005/APDC/RFE _ Digital Cinema Agencies/Owners/2022 Dated 15th September -2022

1. The bids shall be **accepted only in the prescribed format**
2. **Envelope** super scribed "**Application for Empanelment of Digital Cinema Agencies / Owners with APDC**"
3. The envelope should indicate the following clearly:
 - Name of the Digital Cinema Agencies / Owners
 - Name of the company
 - Name/Contact number/Email ID of the authorized signatory
 - Address of the company

- I. **The large envelope should contain** the following **Non-Refundable processing fee**- a Demand Draft of Rs 25,000/- in name of "Chief General Manager - Finance, APDC" which is non-refundable processing fee.

4. The applicants should submit their completed bids within the stipulated time to the following address either by Speed Post/ Registered Post/ Courier/ by hand:

Vice-Chairman & Managing Director,
APDC 5th Floor, Next Space Building,
KunchanaPalli, Tadepalli Mandal
Guntur - 522501,
Andhra Pradesh.

Annexure II

APPLICATION FORM

DATE:

To,
The Vice-Chairman & Managing Director,
APDC,5th Floor, Next Space Building,
KunchanaPalli, Tadepalli Mandal,
Guntur-522501
Andhra Pradesh

SUB: Empanelment of Digital Cinema Agencies / Owners with APDC for Government PSA films –Regarding

Ref: EOI Notice 005/APDC/RFE - Digital Cinema Agencies/Owners/2022 Dated 15th September -2022

1. With reference to your empanelment notice, we, having examined all relevant documents and understood their contents, hereby submit our Application for Empanelment of our Digital Cinema Agencies / Owners
2. We acknowledge that the APDC will be relying on the information provided in the Application and the documents accompanying the Application for Empanelment of Digital Cinema Agencies / Owners, and we certify that all information provided in the Application and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of empanelment of the Digital Cinema Agencies / Owners with APDC.
4. We shall make available to APDC any additional information it may deem necessary or require for supplementing or authenticating the Application.
5. We declare that:
 - (a) We have examined and have no reservations to the documents, including any Addendum(s) issued by APDC.
 - (b) Our Team handling APDC do not have any conflict of interest as mentioned in the Documents.
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in respect of any tender or request for proposal issued by or any agreement

entered with Authority or any other public sector enterprise or any government, Central or State; and

(d) We have taken steps to ensure that in conformity with the provisions of this proposal, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

6. We understand that you may cancel the empanelment process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Digital Cinema Agencies / Owners, without incurring any liability to APDC in accordance with the document.

7. We further certify that regarding matters relating to security and integrity of the country, we have not been charge-sheeted or convicted by any agency of the Government or by a Court of Law for any offence committed by us or by any of our Associates.

8. We agree and understand that the application is subject to the provisions of the EOI document. In no case, shall we have any claim or right of whatsoever nature if the work order is not awarded to me/us or our application is not opened or rejected.

9. In the event of my/our firm being selected as one of the empaneled Digital Cinema Agencies / Owners, we agree and undertake to provide the services in accordance with the provisions.

10. We have studied all the documents carefully, we understand that we shall have no claim, right or title arising out of any documents or information provided to us by the APDC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.

11. We agree and undertake to abide by all the terms and conditions of the Document. In witness thereof, we submit this Application under and in accordance with the terms of the Document.

12. We enclose the following documents:

- a. Empanelment document duly signed in each page and enclosed in token of accepting the empanelment conditions.
- b. DD for Rs 25,000/- (Rupees Twenty Five Thousand only), towards empanelment process fee.
- c. Application Form (Annexure II)
- d. Details of the Applicant (Annexure III)
- e. Agreement (Annexure IV)
- f. Declaration for not having black-listed either by APDC or by any other Govt.agencies (as per Annexure-V)
- g. Declaration for not having tampered the empanelment document downloaded from the website www.ipr.ap.nic.in or www.apdc.ap.gov.in (Annexure-VI)

- h. The copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of Private / Public Limited Companies. Copy of LLP registration or registered partnership deed in case of Partnership Firm
- i. Copy of PAN allotment Certificate/ PAN Card issued by Income Tax Department in case of Indian Company
- j. Copy of GST Registration certificate

SIGNATURE OF THE APPLICANT:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

SEAL OF THE APPLICANT COMPANY:

Annexure III

Details of the Applicant

(Certified by a Chartered Accountant):

SUB: Empanelment of Digital Cinema Agencies / Owners with APDC for Government PSA films –Reg

Ref: EOI Notice 005/APDC/RFE - Digital Cinema Agencies/Owners/2022 Dated 15th September -2022

S. No	Particulars	Details
1.	Name of the Digital Cinema Agencies / Owners	
2.	Name of the Owner Company	
3.	Registered Office Address	
4.	Telephone No.	
4.	Email	
5.	Date of Establishment	
6.	Average Number of shows per month	
7.	Is the Digital Cinema Agencies / Owners India based (Yes/No)	
	If the answer to the above question is no, does the Digital Cinema Agencies / Owners have wholly owned company registered and operating in India, which looks after their Indian business. If yes, the details thereof:	
8	PAN No.	
9	GSTN No.	
11.	Bank account details Account holder name: Name of the bank:	

Policy Guidelines for Empanelment of Digital Cinema Agencies /Owners

	Branch: IFCS code: Account Number:	
12.	Details of contact person who will work with APDC	
13.	Name of the Proprietor/ Partners/ Directors	
14.	Name of Authorized Signatory: Position: Telephone: Mobile: Email:	

PLACE:

DATE:

SIGNATURE OF THE BIDDER:

NAME:

DESIGNATION:

COMPANY SEAL:

SIGNATURE OF CHARTERED ACCOUNTANT:

(with seal, membership no. and Address)

UDIN generated by registering the :
certificate attested/certified by CA

Annexure IV

Terms of agreement for engagement with Andhra Pradesh Digital Corporation Limited (APDC):

SUB: Empanelment of Digital Cinema Agencies / Owners with APDC for Government PSA films –Reg

Ref: EOI Notice 005/APDC/RFE - Digital Cinema Agencies/Owners/2022 Dated 15th September -2022

AGREEMENT

This agreement is made on.....day of.....by and between Andhra Pradesh Digital Corporation Limited (APDC),5th Floor, Next Space Building, KunchanaPalli, Tadepalli Mandal, Guntur-522501, Andhra Pradesh,(here in after referred to as APDC) of the ONE PART through its Vice Chairman and Managing Director and.....

.....
(name and registered office address of Digital Cinema Agencies / Owner (herein after referred to as Vendor which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its representative /successors/ executors, administrators and assignees),represented by.....on the OTHER PART.

AND whereas AP Digital Corporation Limited (APDC), is the Nodal agency for all State Govt., Departments/Public Undertakings/ Corporations/ Societies/ Local Bodies etc. for Screening PSA films by identifying and selecting suitable Digital Cinema Agencies / Ownerthrough empanelment for Screening PSA films with uniform communication strategy of the Government.

AND where as to improve the outreach of Government, APDC has empaneled the Digital Cinema Agencies / Owner on the basis of various criterions, terms and conditions and processes.

AND whereas, the Vendor has agreed to provide the service as required by APDC. THE PARTIES HERE TO agree to abide as under:

I. TERMS OF AGREEMENT:

1. The Vendor confirms that it is not suspended/ blacklisted or under the period of suspension by APDC or any Central/ State Government/ Public Sector Undertaking/ Semi Government organizations in India. The Vendor further agrees to inform APDC if they are blacklisted/ suspended subsequently within 3 days of receiving the suspension order.
2. The Vendor undertakes to make sure that their content is not anti-national/ obscene/ indecent/ antisocial/ violative of communal harmony and national integrity etc., or deemed objectionable in any form, or in violation of the extantA.P. Cinemas (Regulation) Act, 1955 and Cinematograph Act, 1952.provisions made from time-to-time).
3. Whenever the Digital Cinema Agencies / Owner empanelment is cancelled / suspended / debarred by APDC, the Digital Cinema Agencies / Owner will forfeit the security deposit.

II. PAYMENT TERMS

1. The final payments shall be released only after completion of the Screening of PSA film, on submission of the final statement of work having been executed as per the approved plan. No claim will be made for the advance payment.
2. The Vendor agrees to provide/submit the real time as well as dated execution report of the campaign activity along with the format prescribed by the APDC.
3. The Vendor agrees to submit the bills/invoice for the activity in the form prescribed by the APDC.
4. The parties agree that the body of the bill should certify the following:
 - a. The amount claimed in the bill is against the completed activity as per the Screening of PSA film approved by APDC.
 - b. The amount claimed in the said bill has not been claimed in the past and there is no duplication of the claim.
5. Third Party Evaluation: Performance of empaneled Digital Cinema Agencies / Owner in all aspects, shall be evaluated through a third party for authentication of reports. The cost of its evaluation shall be borne by the empaneled Digital Cinema Agencies / Owner only.
6. A committee constituted by the APDC will scrutinize and evaluate the statement of works and commercial estimates received from the empaneled Digital Cinema Agencies / Owner.
7. The APDC also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to the APDC immediately on demand, without raising any dispute/protest.

**SIGNATURE OF THE BIDDER:
(With Seal)**

NAME:

DATE:

BUSINESS ADDRESS:

NOTARY SIGNATURE:

Annexure V

DECLARATION
(of not having blacklisted)

Ref: EOI Notice 005/APDC/RFE - Digital Cinema Agencies/Owners/2022. Dated 15th September -2022

To,
The Vice-Chairman & Managing Director,
APDC, 5th Floor, Next Space Building,
KunchanaPalli, Tadepalli Mandal,
Guntur - 522501
Andhra Pradesh

SUB: Empanelment of Digital Cinema Agencies / Owner with APDC for
Government, Screening of PSA films –Reg

Certified that M/s..... the Digital Cinema Agencies / owner or its partners / shareholders have not been blacklisted as on the date of bid submission by APDC or by any other State or Union Government Agencies/Departments in India.

SIGNATURE OF THE BIDDER:
(With Seal)

NAME:

DATE:

BUSINESS ADDRESS:

Annexure VI

DECLARATION
(of not having tampered the empaneled document)

Ref: EOI Notice 005/APDC/RFE - Digital Cinema Agencies/Owners/2022 Dated 15th
September-2022

To,
The Vice-Chairman & Managing Director,
APDC, 5th Floor, Next Space Building,
KunchanaPalli, Tadepalli Mandal,
Guntur - 522501
Andhra Pradesh

SUB: Empanelment of Digital Cinema Agencies / Owner with APDC for
Government, Screening of PSA films –Reg

I/We _____ having our office at _____
_____ do declare that I/We have carefully read all
the conditions of empanelment document released by APDC, for the Empanelment of Digital
Cinema Agencies / Owner for Screening of PSA as per the conditions.

I/We have downloaded the tender document from the internet site www.ipr.ap.nic.in
or www.apdc.ap.gov.in and I / We have not tampered / modified the application document in any
manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our
application will be summarily rejected, and application will be forfeited, and I /We am/are liable
to be banned from doing business with APDC or prosecuted.

SIGNATURE OF THE BIDDER:
(With Seal)

NAME:

DATE:

BUSINESS ADDRESS:

Annexure VII

Financial Bid

SUB: Empanelment of Digital Cinema Agencies / Owners with APDC for Government PSA films –Reg

Ref: EOI Notice 005/APDC/RFE _Digital Cinema Agencies/Owners/2022. Dated 15th September-2022

Category	The Unit Price (gross) for 10 second spot per show per cinema screen	
	Screens Capacity	Rate (in Rs.)
	Screens having capacity equal to or more than 500	Rs 18/- per 10 second spot per show per cinema screen.+ GST
Screens having capacity less than 500:	Rs 15.6/- per 10 second spot per show per cinema screen + GST	

The GST will be reimbursed by APDC at applicable rates as extra.

Annexure VIII

CHECKLIST OF DOCUMENTS

SUB: Empanelment of Digital Cinema Agencies / Owners with APDC for Government PSA films –Reg

Ref: EOI Notice 005/APDC/RFE - Digital Cinema Agencies/Owners/2022. Dated 15th September--2022

2022

S.No.	Checklist	Enclosed(Yes / No)	Comments, if any
1.	Application Form (Annexure II)		
2.	Details of the Applicant (Annexure III)		
3.	Agreement (Annexure IV)		
4.	Declaration of not having blacklisted (Annexure V)		
5.	Declaration of not having tampered the empaneled document (Annexure VI)		
6.	Empanelment document duly signed and stamped in each page (in token of accepting all the included empanelment conditions)		
7.	Financial Bid - Ad Properties and Quotes (Annexure VII)		
8.	Filled in Checklist of Documents (Annexure VIII)		
9.	Demand Draft of Rs 25,000 towards empanelment processing fee.		
10.	Platform/Agency Incorporation / Registration Document		
11.	Copy of GST Certificate		
12.	Copy of PAN Card		