

**National e-Governance Division**

# Request for Empanelment (RFE) of Digital Media Agencies for Digital India Program



**Electronics Niketan,  
4th Floor, 6 CGO Complex,  
New Delhi 110003**

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Division**

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110003.**

**REQUEST FOR EMPANELMENT (RFE) OF DIGITAL MEDIA AGENCIES FOR  
DIGITAL INDIA PROGRAM**

The Department of Electronics and Information Technology, Government of India has formed the National e-Governance Division (NeGD) as an autonomous business division within Media Lab Asia, under the Ministry of Communication and Information Technology, Government of India, for supporting and assisting Department of Electronics and Information Technology in the Program Management of NeGP and supporting coordination of Digital India Program.

NeGD invites RFE from reputed Digital Media agencies (hereafter referred to as Agencies) for empanelment as Digital Media agency (hereinafter referred to as “Agency”) for Digital India campaign in the following Categories -

<b>Category</b>	<b>Nature of work</b>
Digital Media Services	<ul style="list-style-type: none"><li>I. Planning, designing and execution of digital media strategies and campaigns for Digital India.</li><li>II. Perception/ Sentiment Analysis, Query Management</li></ul> <p><b>(Refer to Section II – clause 2.4.1, 2.4.2)</b></p>
Gamification Framework	<ul style="list-style-type: none"><li>I. Conceptualizing and designing gamification<ul style="list-style-type: none"><li>a. strategies for various components and services under Digital India program</li></ul></li><li>II. To gamify the digital and social media handles of Digital India namely portal, mobile app, DI Social media handles.</li><li>III. To gamify the processes of feedback collection, assessment and evaluation, learning, volunteer program and capacity building for various projects and components of Digital India.</li><li>IV. To suggest various applications and platforms for gamification of various projects under Digital India.</li><li>V. V. To suggest and develop dashboard and interactive UI for various gamification projects under Digital India.</li></ul> <p><b>(Refer to Section II – Clause 2.4.3)</b></p>

Microsite and App Development	I. Microsite Development, Managing Content, Look and Feel (UI) II. To make the microsite responsive III. Website analytics, CMS and additional functionalities. <b>(Refer to Section II – Clause 2.4.4 – 2.4.5)</b>
Game Development	I. Developing Games for various project including Digital India <b>(Refer to Section II – Clause 2.4.6)</b>

Please go through the full document available at <http://negd.gov.in/>.

1. The applicants are required to submit application (RFE response) for each category. The Agency can apply for more than one category.
2. Details on the services to be provided are mentioned in the Scope of work in this document.
3. Applicants eligible as per qualifying conditions will be short listed based on the information provided by them. The short listed agencies will be invited to make a presentation to the Evaluation committee. The notice for shortlisting of agencies for technical presentation will be intimated individually and will be uploaded on the website [www.negd.gov.in](http://www.negd.gov.in)
4. Proposal must be submitted at the NeGD, New Delhi office in one sealed envelope marked as “Application for the Empanelment of Agencies,” for „Digital India Program” containing the “Eligibility documents” and “Technical bid” in two separate envelopes as explained in **3.1** of the RFE document and **Annexure I, II and III** of the RFE. The name and contact details of the firm should be on all the envelopes.
5. The agency will be selected as per the evaluation mechanism of this RFE.
6. The sealed envelope should reach by **July 18, 2016 before 17:00 hours** addressed to:

**Sr. General Manager**

**National e-Governance Division**

**4th Floor, Electronics Niketan, 6 CGO Complex, New Delhi 110003 e-Mail**

**ID: [sunil.sharma78@gov.in](mailto:sunil.sharma78@gov.in)**

4. Firms may contact Sr.General Manager, NeGD at 4th Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, for any clarification on the RFE before June 30, 2016 by post or email: [socialmedia@negp.gov.in](mailto:socialmedia@negp.gov.in)
5. NeGD reserves the right to reject any or all of the responses to this RFE without assigning any reason. NeGD takes no responsibility for delay, loss or non-receipt of response to RFE.
6. **On the basis of scores given by the committee, it is envisaged to engage firms for the list of indicative services as per scope of work listed under “2.4” of this RFE.**

**Important dates:**

<b>S No.</b>	<b>Activity</b>	<b>Date</b>
1	Last date for submission of written queries (email or post only)	June 30, 2016
2	Release of responses to clarifications	July 5, 2016 by 17:00 Hours
3	Last date for submission of RFE	July 18, 2016 by 17:00 hours
5	Technical presentation and selection	After July 25, 2016

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## **SECTION I: BACKGROUND**

Approved by the Government of India, Digital India is an ambitious program to “transform India into a digital Empowered society and Knowledge economy”, the focus is on being transformative to realize IT (Indian Talent) + IT( Information technology) = IT(India Tomorrow)

The program aims to benefit every section and sector of the country by creating an ecosystem for delivery of user centric and qualitative Digital Services. It is an umbrella program which envisages taking together both the Government and the private sector on a fantastic journey of creating Digital India.

It is an Umbrella Program that covers multiple Government Ministries and Departments. It weaves together a large number of ideas and thoughts into a single, comprehensive vision so that each of them is seen as part of a larger goal. Each individual element stands on its own, but is also part of the larger picture. Digital India Program is to be coordinated by DeitY and implemented by the entire Government. One of the key characteristics of Digital India is to have a common branding in order to ensure highest transformative impact. It is the responsibility of the Department of Electronics & IT (DeitY) to ensure this common branding for the Digital India Program.

The impact of the Digital India Program will be wide-ranging. For citizens across the country, DIGITAL INDIA will have a transformational impact which will improve the delivery and greater access to information and e-services.

NeGD intends to empanel a limited number of reputed digital media agencies for the work of Information, Education, Communication (IEC) campaign and other activities at the national level under the guidelines specified herein.

## **SECTION II: REQUIREMENT**

### **2.1 Purpose**

Effective communication is the key to the successful design and delivery of Government projects and services. It plays an important role in helping all stakeholders to understand their roles and responsibilities in project life cycle. Historically, it is found that many of the good programs of the Government did not produce the desired impact on account of very low acceptance by citizen, lack of consistency in communicating the right message and unplanned use of media channels.

Awareness and Communication programs help program managers to ensure that relevant information reaches the right person at the right time, attracts attention of the users, create awareness about issues and finally influences the behaviour of all concerned in the desired direction. An effective awareness and communication program results in changes in the attitude and habits of the people.

Digital India is an umbrella program which involves participation of a large number of stakeholders; therefore it must have a comprehensive Awareness and Communication program. The A&C program envisages delivering the message of Digital India to all stakeholders.

A project of this scale requires the creation of a well-planned and detailed multi-media communication strategy and thorough execution on pan-India basis that can help meet the objectives of the program. It is therefore imperative that consistent messages are conveyed across all communication media.

To carry out the tasks of various activities and campaigns under Digital India Program, services of advertising & creative agencies are sought from experienced firms as per the detailed scope of work defined in the para 2.4 below.

### **2.2 Target Audience /Stakeholders**

- Citizens including Youth & Women
- Government Departments both at Centre & State and all Urban Local bodies
- NGOs & Civil Societies
- Academic Institutions
- Industry Bodies/Association

### **2.3 Objectives**

- 1) Effectively create and deliver the message of Digital India to all stakeholders
- 2) Expand visibility of Digital India by way of effective branding across various platforms with special focus on new media and public interface touch points.
- 3) To create the messages of Digital India across various communication platform and to establish credibility of message by ensuring a value proposition in terms of demonstration of service delivery to citizens by converging existing and new services under Digital India.

- 4) Sustained connection with people by identifying and engaging serious stakeholders at various level through ICT platform and increasing the demand for e-services
- 5) Communication in vernacular languages as far as possible

## 2.4 Scope of Work & Deliverables for agencies

To achieve the above objectives, a Digital media strategy is necessary to create awareness, disseminate information, promotion & publicity about the Digital India Program, its activities and other components to all stakeholders. In order to formulate a strategy and to implement Digital India campaigns, the agencies will focus on implementing a national level communication strategy to ensure the specified target audience understands DIGITAL INDIA program, or any other creative tasks assigned by NeGD from time to time.

The scope of work is a brief list of activities to be undertaken by the empanelled agencies depending on requirement of Digital India Program and events pertaining to it. The allocation of work will be based on QCBS (Quality Cost Based Selection) where in empanelled agencies will be called for Technical/Creative presentation and financial bid with equal weightage to both the components.

The scope of work and deliverables for the Digital Media Agency have been explained detail in Clauses 2.4.1 and 2.4.2; for Gamification Agency in Clause 2.4.3 and for microsite and app development in Clause 2.4.4 of this RFE. The Scope of Work is indicative but not exhaustive. Related work will be indicated in Scope of Work subsequently.

### 2.4.1. Social Media Management

The selected Agency shall begin Social Media Management for Digital India Platforms from the day of Work Order issued for a period of 12 months including, but not limited to the following activities:

- I. **Creation & Maintenance of Social Media Platforms for Digital India Program:** The Agency shall create and subsequently maintain the official Facebook Page, Twitter Profile and YouTube Channel, Google plus, LinkedIn and Instagram or any other social media.
- II. **New Look:** Give all Social Media Platforms a new look every week by putting up new creatives, cover images on various theme lines.
- III. **Updates:** Daily informative and promotional updates in the form of relevant text, photos, audio, video, interactive content, interviews, news, quiz etc.
- IV. **Engage with users:** Regularly organize online surveys, quizzes, contests on the all platforms as per the approved strategy.
- V. **Publicity:** Publicize all festivals and cultural events using all the platforms.

- VI. **Query Management:** All the queries received on the all platforms must be replied to and addressed within 48 hours and appropriate records must be maintained.
- VII. **Gate Keeping:** Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorised advertisements, inappropriate content etc.
- VIII. **Media Tracking:** Use a good industry standard monitoring tool for analyzing comments / remarks about NeGD / DeitY / Digital India Program in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
- IX. **Tagging:** Create relevant tagging, hashtags & linkages of content on the all platforms.
- X. **Photo Bank:** A still Photo Bank with cataloguing needs to be developed consisting of at least 100 high quality and high resolution aesthetic photographs (Corbis or Getty Images quality) of relevant activities and events.
- XI. **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored.
- XII. **Reporting:** The agency must submit weekly “Effectiveness Analysis” to NeGD on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of Digital India Program on the Social Media Platforms and the results achieved.
- XIII. **Team:** The agency must position three dedicated members mainly Project Manager, Content Developer and Designer at NeGD during the period of work.

#### 2.4.2. Online Amplification

1. The Social Media Monitoring Program will undertake monitoring across various keywords starting with 100-150 keywords primarily in the Indian market.
  2. Social Media Monitoring Program will create and manage a Monitoring platform which will be both predictive and reactive in approach.
  3. Other related and miscellaneous work includes but not limited to providing monthly strategic inputs for creative campaign of NeGD.
- I. **Media Tracking:** Use a good industry standard monitoring tool for analyzing comments / remarks, trends etc. about NeGD / DeitY / Digital India etc. on the following platforms:
    - a) Social Media platforms
    - b) Top News Portals and Blogs
    - c) Selected Government Websites and Portals
    - d) Any other Social Media/Web presence

- II. Reporting:** The agency must submit the following typical reports to NeGD:
- a) Daily inputs on 'how functioning of Social Media can be improved.'
  - b) Weekly reports on Trends and Sentiment Analysis as detailed further in the document.
  - c) "Monthly Effectiveness Analysis and MIS Reports" on the effectiveness of the social media strategy.
  - d) The agency must submit a detailed analysis on the steps undertaken for overall promotion of NeGD/DeitY/Digital India etc. on the Social Media Platforms and the results achieved.
  - e) The frequency of the report may vary depending upon requirement.
- III. Query Management:** All the queries received on the all platforms must be replied to and addressed within 48 hours.
- IV. Providing amplification** of Digital Marketing Communication and Messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media avenues on **Digital and Mobile campaign** defined in the digital marketing strategy for Digital India Program. Media planning & providing professional inputs and support in buying of media for Social Media Campaigns (Online and Mobile) for running banners, adverts etc. during the period of Work Order on themes / subjects to be decided in consultation with NeGD. This would entail assistance and supervision of buying of the media slots to ensure best of rates and negotiations directly from the media owner.
- V.** Executing the digital campaigns on the basis of overall Social Media strategy and undertake activities like optimization of campaign, reporting etc.
- VI. Key Influencer Program:** Planning and executing a "Key Influencer Program" on all Digital India Social Media platforms. The Influencer program will aim at engaging Top 1000 influencers in the IT industry and will also focus on blogs & forums and other social channels. The program will need to generate content for social channels and blogs, web listings, directory submissions etc and spread awareness about Digital India and the Social Media campaign.
- VII. Social Media Monitoring Program:** Planning and executing a "**Social Media Monitoring Program**" on all DI Social Media platforms. The program will undertake monitoring across 150-200 keywords primarily in the markets of India, US, UK & Middle East and will also create and manage a Monitoring platform which will be both predictive and reactive in approach. The key Languages to be monitored will be Hindi and English.

**VIII. Key Influencer Program:** Planning and executing a “Key Influencer Program” on all Digital India Social Media platforms. The Influencer program will aim at engaging Top 1000 influencers in the IT industry and will also focus on blogs & forums and other social channels. The program will need to generate content for social channels and blogs, web listings, directory submissions etc and spread awareness about Digital India and the Social Media campaign.

<b>2.4.3. Gamification Framework</b>	
<b>Gamification Tools and Framework</b>	<b>Description</b>
<b>Gamification is an attractive and incentivized process gamifying the thought, theme or the campaign.</b>	
<b>Set Goals</b>	The goals layer is where the agency with approval of NeGD must plan and communicate goal objectives to participants. They must be able to define clear goals and well-defined rules of play to ensure participants feel empowered to carry out their defined objectives. Enable the process to set milestones that can be achieved in a short timespan to make regular progress. Simplify the gamification process and specify the goals and rules about what they can and cannot do, define the points table to know the scores and list the levels. Gamification focuses on business goals, rules and feedback mechanisms used by both the participants and the campaign.
<b>Set Rules</b>	The agency should be able to define a simple set of principles that can be interpreted easily. Communicating the rules is a critical task in defining and deploying a game (incentives). Rules define limits on participants to accomplish the goals.
<b>Rewards</b>	The rewards system is a very critical part and big motivation for a project that needs to be addressed. Participants always feel gratified on completion of the assigned tasks but at the same time they become motivated to achieve new rewards or awards in bigger forums. Thus, the agency must be able to set up a gratifying system where in the participants want to engage

	with the campaign on the respective platforms.
<b>Leaderboards/scoreboards</b>	To create a process where in, participants are able to know where they stand in the game and also other participants status-just like in a typical game design. A sense of progress is very important even if it's small, as it is critical to keep participants motivated and highly engaged. In a process like this, participants would want to know how they are doing and expect a system in place to share feedback frequently in the areas they need to focus on. Thus, the agency must be able to build a comprehensive system where in they're able to communicate feedback and areas of improvement in an easily digestible format. Set up a series of small wins to engage participants and keep them motivated to achieve long-term goals.
<b>Real-Time Feedback</b>	We get instant feedback while we play games. <b>Positive feedback energizes players; negative feedback enables players to focus on their improvement areas and perform better.</b> The agency must be able to build a system to provide real-time feedback/updates frequently to the participants to perform better. During the gamification effort, the agency should determine the metrics to be tracked and update the leaderboard on a regular basis with an analysis of the metrics against benchmarks. This process helps participants to understand their progress and the work needed to achieve the defined goals
<b>Measurement</b>	The agency should define the metrics that can be utilized during the gamification effort to see the progress of participants toward its goals. During the gamification process, there may be situations or events requiring a change in the defined metrics and elements. The process should be flexible enough to accommodate such changes and communicate the same to participants.

<p><b>Badges</b></p>	<p>The agency must create a format to identify the strengths and expertise of participants. This is crucial for campaign in order to achieve the long-term goals of creating evangelists, loyalists, ambassadors. Thus, influencers must be identified that are beneficial to the campaign short term and long term i.e., based on their reputation, engagement etc. This shows an individual's ability and demonstrates mastery of skills and accomplishments. Badges thus solve this problem and help participants to earn rewards, skills and validation.</p>
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#### 2.4.4 Website and App Development

The microsites should be a one-stop source of all information relating to the upcoming programmes, events, workshops etc. They should also be able to provide all relevant and important information to the users. The key deliverables are as follows:

Develop a highly beneficial, cost-effective, up-to-date, easy-to-use, interactive, and technically sound website that will remain viable for a minimum of five years.

**I. Content:** The bidder must come up with content (as specified) for the website. Where information or content is to be provided by NeGD or any other department/ministry, the same would be provided.

**II. Look of the Website:** The website must be visually appealing and contemporary in its design and presentation with an attractive mix of photos, videos, graphics and text. Since the contract will be for a period of 5 years, the bidder must ensure that the look of the website is completely changed at the end of each year to ensure freshness of the website. Each year, the look of the website will be finalized and approved by the department, Ministry.

**III. Ease of Use:** The website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.

**IV. Interactivity:** Include e-mail response, surveys, feedback, online forms and access to various calendar of events. The designer must incorporate the ability for users to complete interactive online forms for such tasks as membership, feedback, requests etc.

**V. Form Printing:** A number of static forms will be available for printing. Website must have links or embedded plug-ins for opening and viewing these documents.

**VI. Content Management System (CMS):** The website must be built on a content management system that allows for all areas of the site (webpages, images, blogs, forms, etc.) to be easily updated.

**VII. Responsive Design:** The website must be responsive, so that it seamlessly adjust to fit desktops, laptops, tablets and smartphones.

**VIII. Search Engine Optimization (SEO):** The CMS must include the ability to alter title tags, meta descriptions, alt tags, and headers. The site must be built to be easily crawled by search engines.

**IX. Social Media Integration:** The site should include the ability for web content to be shared to social media networks. The organization’s social media networks must be linked to the website to allow for easy “follows.”

**X. Contact Forms:** The website must include contact forms. When a visitor fills out the form, the message must be sent to the correct staff member.

**XI. News and/or Blog:** The website must include a robust, built-in news/blog platform. This must enable users to create, edit and publish news articles and/or blogs to the website.

**XII. Hosting:** The Bidder must also have the ability to provide secure hosting services.

**XIII. Email Marketing:** The website company must provide email marketing capabilities that are seamless with the website and have the ability to integrate with current email marketing software. The website company must provide one email template that is consistent with website design.

**XIV. Website Analytics:** Analytics tracking must be integrated on the site to allow for website visitor tracking, page tracking, etc.

**XV. Technical requirements:** The website must be built using HTML and CSS. The website must compliant with Mac and PC, as well as with the latest two versions of Internet Explorer, Mozilla Firefox, Chrome and Safari.

**XVI. Additional functionalities:** The website developer must also cater to the following in the proposal:

- ✓ Calendar of Events – For displaying information relating to Exhibitions
- ✓ Online Event Registration facility

#### **2.4.5 Technical Specifications for Mobile App**

- I. The mobile App based preferably on Google Maps/GIS Maps will be integrated to the social media awareness for creating awareness regarding the campaign.
- II. The language of the mobile App will be Hindi, English and all Regional languages.
- III. The design of the mobile-app will be user friendly with logo and tagline of the Department and Program.
- IV. The application data availability on the mobile App will be completely online.
- V. The mobile application availability will be freely download.
- VI. The application will be hosted on the cloud.
- VII. The vender shall also provide search engine optimization for the mobile app.
- VIII. The provider of information would be incentivized through some award system.

- IX. Development of Mobile application downloadable freely to work on Androids OS, Microsoft and iOS based smartphones for participating in campaign and their tracking at later stage.
- X. Mobile application should be browser independent and device independent i.e. accessible from all browser and devices viz. smartphone, iPhone, iPad etc.
- XI. Design and development of Mobile App should be in open source using latest framework and tools.
- XII. Should facilitate the authorized back end user to take action as per the Standard operating procedure
- XIII. Mobile app should be capable to handle an efficient Campaign data life cycle as per the requirement of Department.
- XIV. Mobile app should be capable of Campaign data management process flow attached to the role in an efficient way as per the Department guidelines.
- XV. User management and their authentication process should be built into the Mobile application.
- XVI. Enable Administrator for managing masters viz. location, public authority etc.
- XVII. Provision of the audit trail should be built in.
- XVIII. Online documents generation and Reports in various permutations and combinations as per the Department need.
- XIX. Mobile app to be security audited and GIGW complaint Digital Certificate integration for signing documents by back end user.

#### **2.4.6 Game Development**

Creation and development of a playful but also educational and multilingual video game to be run on Internet. The target users will be people of all ages. The Scope of Work for the same is as follows:

**I. Game Conceptualization (2D Character and Background):** To be decided by the high-level committee. The game will take the form of a series of riddles or puzzle solving. As the “player” progress through the game, unearthing new codes, clues etc.

**II. Game Development:** The definition of the interface as the intermediary area between the user and the system is crucial as this is what the user will see of the system in use. The dynamic website (user database) is divided into 3 areas which can include one or several pages. The homepage is where the user can register, choose the interface language (as many Indian languages possible) and read the conditions of use and game rules. There is a choice of several types of tree structure for the homepage. The first page displays the language option and conditions of use, then another page gives the user the option of registering before going through to the ‘game’ page via which the game rules can be accessed. An ‘online’ version which requires no downloading would be more appropriate in terms of playability and accessibility.

**III. Game Testing:** Once the game has been developed, it must go through revisions so that there is no scope for errors, bugs or other issues.

**IV. Miscellaneous work:** Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign of Digital India. Providing feedback on best practices in marketing and promotion in countries across the world on the digital space.

**Assistance to be provided by NeGD would be as under:**

- a) Provide the necessary information on events / festivals being conducted under Digital India Program from time to time.
- b) The Digital India Social Media Team will provide relevant (basic information/approvals) content as available from time to time.
- c) Provide all the necessary information such as logo of Department / event / press releases issued for traditional media and updates etc.
- d) Assist in obtaining any other permissions / information as required.
- e) All Intellectual Property displayed on these platforms shall belong to NeGD exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with NeGD.

**NOTE:**

- a) The selected Agency shall actively engage in Content Creation & Management for a period of 12 months and all such content created will be the property of NeGD.
- b) The Agency must also be advised that the operation of the website, mobile app, Social Platforms and other online activities shall fall under the purview of the Right to Information Act, 2005. Thus, it must understand the laws provided there under and must answer such queries only after consultation with NeGD.
- c) The online content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc., failure of any one of which shall be considered an incomplete execution of the Work Order.

**SECTION III: ELIGIBILITY CRITERIA**

**3.1 Minimum Eligibility Criteria:**

**1) For Start-ups\***

\*(Newly established companies, partnership firms, LLP and private limited companies)

- Not older than 2 years, but at least one year old
- Turnover less than 2 crores

**2) For Non-Start ups**

- More than two years in business
- Combined Turnover of Rs 5 Crores for the last two fiscal years (FY 14-15 and FY15-16)

**3.1.1 General Eligibility Criteria (Applicable to both Start-ups and Non-start-ups)**

- (a) Digital media platform marketing vision
- (b) Formulating and implementing all Digital media platform marketing strategy
- (c) Providing amplification of Digital Marketing communication & messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media
- (d) Design & Development of website as per requirement.
- (e) Design the Gamification Framework
- (f) Should have fully operational branch/head office in Delhi/NCR
- (g) Should not be blacklisted/debarred/suspended/banned by any Ministry/Department of State or Central Government/PSU on the last date of filing of responses to this RFE
- (h) Should have handled a minimum of 5 projects (Preferbaly Government/Corpotare/Brand)

### 3.2 Other Information

**3.3.1** The agencies may be required to interact with other line Ministries/Departments of Central/state government as and when required.

**3.3.2** The client servicing team of the agency must be available to NeGD office, New Delhi as and when required by NeGD.

### 3.3 Earnest Money Deposit

The applicant is required to submit EMD in the form Bank Guarantee valid for one year or Demand Draft (DD) in favour of Media Lab Asia- NeGD of amount as per below category:

Agency Category	Amount
Digital Media Services	Rs. 1,00,000/-
Gamification	Rs. 1,00,000/-
Microsite and App Development	Rs. 1,00,000/-
Game Development	Rs. 1,00,000/-

EMD will be kept in envelope with the cover letter. Application without EMD will be rejected. EMD shall be returned after selection process is over except for the selected agencies. Companies can apply for more than one work and accordingly the EMD should be paid.

### 3.4 Instructions to Applicants

#### 3.4.1 List of documents to be submitted as part of response to RFE

- 1 Covering letter on agency's letter head
- 2 Declaration in the format given in **Annexure I**
- 3 Details of Qualification criteria **Annexure II**
- 4 Documents **Annexure IV**
- 5 EMD of specific amount(s) as per category mentioned in Para 3.3
- 6 Any other supporting information that is relevant to proposal

**Note:** All documents including annexure must be properly marked and sealed. The response to RFE should be submitted in one hard copy (signed on every page) and one soft copy on a CD. In case of any discrepancy, the signed hard copy version will prevail.

### 3.5 Disqualification

NeGD may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- (i) Submitted the application after the response deadline;
- (ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- (iv) Submitted an application that is not accompanied by required documentation or is non-responsive;
- (v) Failed to provide clarifications related thereto, when sought;
- (vi) Submitted more than one application on its own;
- (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- (viii) Is in litigation with Government of India;

### 3.5 Important dates:

S No.	Activity	Date
1	Last date for submission of written queries (email or post only)	June 30, 2016
2	Release of responses to Clarifications	July 5, 2016 by 17:00 Hours
3	Last date for submission of RFE	July 18, 2016 by 17:00 hours
4	Technical presentation and Selection	After July 25, 2016

## SECTION IV- EVALUATION AND EMPANELMENT PROCEDURE

In order to empanel agencies, NeGD will constitute an Evaluation Committee to evaluate the proposals submitted for detailed scrutiny. During evaluation of proposals, NeGD, may, at its discretion, ask the bidders for clarification on their applications. The process for empanelment is as given below-

### 4.1 Evaluation process:

Scrutiny of eligibility criteria mentioned in 3.1 for responsiveness to the RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled and all relevant papers submitted and whether the response to RFE is generally in order. The Evaluation Committee can seek additional information/document from the applicants, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record will be rejected.

**4.1.1** The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.

**4.1.2. Technical Evaluation:** The technical evaluation will be done on the basis of following criteria as per document submitted and technical presentation. The agency is expected to submit the following (as given in table below, both hard and soft copies). Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.

**4.1.3.** The qualifying score will be 70 marks out of 100. Firms who qualify in the technical evaluation will be ranked on the basis of merit and the will be selected for empanelment as explained under 4.2.

### 4.1.4. Category 1: Digital Media Agency

S.No	Parameters	Marks
1	<b>Relevant experience</b> in online Social Media Management for Government/ PSUs/ Private Sector/ Brands	25
2	<b>5 innovative ideas</b> on Digital India Program to deliver key message for various TG/Stakeholders	25
3	<b>Communication Strategy:</b> Approach & Methodology including but not limited to the following: <ul style="list-style-type: none"><li>• Proposed brand vision and digital marketing strategy presented for Digital India Program</li><li>• Proposed strategy (Cost effective &amp; viable)</li><li>• Content Development strategy</li><li>• Comments on Scope of Work</li></ul>	20
4	<b>Creative illustration</b> for Digital India for Digital Space	20
5	<b>CV's of professionals</b> to be deployed in any campaign	10

For information on various DIGITAL INDIA programmes, please visit [www.digitalindia.gov.in](http://www.digitalindia.gov.in)

## 4.2 Empanelment

4.2.1 Agencies shortlisted for empanelment will be required to sign an agreement with NeGD, accepting the terms and conditions laid down by NeGD (as given under Annexure IV). After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

## 4.3 Allocation of Work

4.3.1 The empanelment shall be initially for one year from the date of accepting the terms and conditions (**Annexure V**) by the empanelled agencies. NeGD reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NeGD shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

4.3.2. The NeGD will give a brief to the agencies and invite Concept note/creatives /Script from the empanelled agencies for specific assignments. NeGD reserves the right to award the work to any of the empanelled agencies, based on the merit of their credentials (Ideas, Creatives, execution plan etc) and financial quote for a particular task. The award of work will be through a open and transparent process, preferably through QCBS on technical/creative presentation and financial quote for that assigned task, however a different criteria may be adopted. The Evaluation Committee will be the final authority for selection of work.

4.3.3 The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement. Mere empanelment with NeGD does not guarantee allocation of work.

4.3.4 NeGD may at its own discretion may allocate work to more than one agency at a time depending on the quantum, nature and criticality of work. NeGD empanelled agencies may offer their services to other line ministries and departments in the Government if agreed by the concerned department/line ministry.

4.3.5 For designs not involving much creative output listed under such as tender notices/vacancy circulars etc., work will be allotted equally amongst the agencies on a rotational basis.

4.3.6 The videos shall be delivered as a HD mixed Master( Digital file format) HD unmixed Master [ Clean non texted versions of the film including Supers or Names and Designations, Graphics, Maps, Titles( including opening title sequence) should be placed after the end of the program with 10 seconds slot giving details]. One DVD copy of the master with all versions. Footage to be delivered on a HDD having USB 2.0/Fire Wire Port.

4.3.7 All aspects of the production i.e., Camera, Sound, Light, Grip Equipment Transportation & Logistics, Creative and Technical personnel, Director; Post-production-Editing, Music, Voice Over, Graphics, Translation, Dubbing and Mastering or any other arrangements to be made in order to deliver a final film as per the prescribed form are to be provided by the agency. All footage captured will

belong to NeGD. In the event of any stock footage or music, agency must use lawful licensed stock and the license must be provided to the NeGD by the agency.

**4.3.8** The agency shall ensure that all advertisements in English and all other Indian languages after approval from the client are free from any error or translation mistake.

**4.3.9** In case, the NeGD does not find the creative of the agency up to its satisfaction, the client reserves its right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.

**4.3.10** NeGD will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.

**4.3.11** In case, when the time period is too short to get the design prepared from all the empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which NeGD deems fit to meet the deadline

## **SECTION V: GENERAL CONDITIONS**

### **5.1 Penalties**

5.1.1 In case of delay in execution of the assigned work by the agency, NeGD may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%). may be imposed by NeGD. If the delay is beyond 2 weeks then NeGD may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. NeGD may debar and blacklist the Agencies for applying in its future empanelment also.

5.1.2 If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with NeGD), negligent (such as quality of deliverables not up to the mark), non supportive attitude ( such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and NeGD decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with NeGD.

5.1.3 If any agency fails to participate in the Scope of Work, consecutively for three times, NeGD may cancel the empanelment of such agency.

5.1.4 In case of failure to execute the work, after the selection/participation in the bid, the bidder is liable to forfeit of PBG and EMD including the penalty of 0.5% of the a penalty of 0.5% of the project value.

### **5.2 Performance Bank Guarantee (PBG)**

On issuance of work order, the selected agency(s) shall at its own expense deposit with NeGD, within a week of the date of notice of empanelment unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank in the form of Fixed Deposit Receipt (FDR) with lien marked to Media Lab Asia- NeGD, New Delhi against advance payment for any assigned work not exceeding 10 % of the total work order value. The PBG will be payable on demand, for the due performance and fulfillment of the agreement and be valid beyond three months of the period of empanelment. In case of refusal to carry out the allotted work, PBG maybe encashed in addition to the penalty.

## **SECTION VI: GENERAL TERMS AND CONDITIONS OF AGREEMENT**

The following terms and conditions are of a general nature, and are given here only for the information of the applicant.

### **6.1 Nativity**

The organization must be incorporated in India.

### **6.2 Relationship**

a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “NeGD” and the “applicant”. No partnership shall be constituted between NeGD and the applicant by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a

partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

### **6.3 Right to rejection and Right to annulment**

NeGD reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

### **6.4 No obligation**

Empanelment with NeGD does not guarantee that any or all applicants shall be awarded any project / assignment as a result of this empanelment.

### **6.5 Fraud and Corruption**

NeGD requires that the applicants engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

NeGD will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel during the tenure of empanelment.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NeGD of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the NeGD, designed to establish prices at artificial, non-competitive levels;

NeGD will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

## **6.6 Confidentiality**

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of their application.

## **6.7 Governing Language**

All documents relating to agreement shall be written in English Language.

## **6.8 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

## **6.9 Jurisdiction of Courts**

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

## **6.10 Frequency of Empanelment**

NeGD shall empanel agencies for one year. The empanelment duration may be extended by two years (one year at a time), at the sole discretion of NeGD on same terms & conditions.

## **6.11 Advertising and Promotion**

The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by NeGD from time to time.

## **6.12 Indemnity**

The applicants will indemnify NeGD against any misuse of Digital India Name, Brand Name - DIGITAL INDIA and Logo. For any misuse of Digital India name and logo, the applicant themselves will be held responsible. NeGD will take necessary legal and other actions for such cases. NeGD will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

## **6.13 Termination / Withdrawal**

- a) Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b) NeGD reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
  - i. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant" organization
  - ii. Information provided to NeGD is found to be incorrect;
  - iii. Empanelment conditions are not met within the specified time period;
  - iv. Misleading claims about the empanelment status are made;
  - v. Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;

c) If the agency does not execute the contract to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.

- (i) Forfeit the Performance Guarantee Amount
- (ii) Terminate the contract without any liability of NeGD towards the empanelled agency.

#### **6.14 Only one application**

An applicant may only submit one proposal on its own. If an applicant submits more than one proposal on its own, both proposals shall be disqualified.

#### **6.15 Amendment**

At any time prior to deadline for submission of applications, NeGD may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all applicants.

#### **6.16 Disclaimer**

(i) This RFE is not an offer by the NeGD, but an invitation to receive responses from eligible interested applicants as creative advertising agencies for the NeGD. The NeGD will empanel limited applicants who fulfill the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

(ii) The evaluation shall be strictly based on the information and supporting documents provided by the applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by NeGD is not provided by applicant, NeGD may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

#### **6.17 Binding Clause**

All decisions taken by the NeGD regarding this contract shall be final and binding on all concerned parties

#### **6.18 Agency's Integrity**

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

#### **6.19 Agency's Obligations**

a. The Agency is obliged to work closely with the NeGD's staff, act within its own authority and abide by directives issued by the NeGD.

b. The Agency will abide by the job safety measures prevalent in India and will free the NeGD from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the NeGD responsible or obligated.

- c. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour.
- d. The Agency will treat as confidential all data and information about the NeGD, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NeGD.

## **SECTION VII: SPECIFIC TERMS AND CONDITIONS**

**7.1** NeGD will have right to drop any agency without assigning any reason whatsoever. NeGD also reserves the right to modify the term and conditions for empanelment.

**7.2** The advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NeGD's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.

**7.3** The agency should be able to execute order at short notices and even on holidays.

**7.4** Agency should have resources with proficiency and proof-reading facilities in all Scheduled Indian Languages

**7.5** Selection of artwork will be entirely on NeGD's discretion

**7.6** Artwork/ Commercial once selected will be the property of NeGD and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission/fees/royalty. Agency has to provide original soft copy of open file to NeGD. The agency cannot use the concept, artwork for other clients once Digital India selects it.

**7.7** NeGD reserves the right to make necessary modification to the selected artwork, concept, etc.

**7.8** NeGD reserves the right for rejection of any/all applications without assigning any reason whatsoever. All decisions taken by NeGD would be final and no further representation in this regard will be entertained.

**7.9** NeGD also reserves the right to employ any agency outside of the list of empanelled agencies.

## **ANNEXURE I: DECLARATION (ON THE RESPONDENT'S LETTER HEAD)**

### **DECLARATION**

- i. I, \_\_\_\_\_ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from empanelment.
- ii. I permit NeGD to inspect my records to ascertain the above facts.
- iii. I permit NeGD to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of NeGD regarding empanelment.
- vi. I have read & understood the RFE and agree to all the terms & conditions stated therein.

### **SIGNATURE**

Full name and designation:

Date:

(Seal of organisation)

## ANNEXURE II: Self-certification of Minimum Eligibility

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[Location, Date]

Here give a certificate that the Digital Agency has the following capabilities\*:

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\* If at any time it is found out that the Digital Agency did not have the capabilities as enumerated above, NeGD may put the Digital Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit.

**ANNEXURE II: contd...**

Five best projects, the final creatives, images, photographs, completion certificate, Work Order etc.

S No.	Name of the Client *	Sector	Year	Value of work
1				
2				
3				
4				
5				

(Please submit the relevant case study in the format Objective, strategy, Media mix, outcome))

**7. Office locations**

	Metro City & Other Tier cities	Address
1		
2		
3		
4		

Signature.....

Certified By, in the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

Date.....

Place.....

## Annexure III: Documents

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Applicant to provide the following documents as applicable for a company:

- Incorporation certificate for private limited company.
- Registration certificate for LLP/ Partnership firms.
- Certificate of turnover (balance sheet and Profit & Loss Account) certified by the Chartered Accountant

Board Resolution for the Authorized Signatory of the Company. (The Authorized signatory must sign on all the pages)

Name

Firm

(Official Seal)

## **ANNEXURE IV: TERMS AND CONDITIONS OF AGREEMENT**

1. The empanelment shall be initially for one year from the date of empanelment. NeGD reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment on the same terms & conditions.
2. The servicing team of the agency must be available to NeGD Headquarter, New Delhi as and when required by NeGD.
3. NeGD will sign an empanelment agreement separately with the agencies. After signing of the contract, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
4. For design and release of advertisements, such as tender notices/vacancy circulars etc., work will be allotted equally amongst the agencies on a rotational basis.
5. A separate work order will be given to the selected agency for each project. The selected agency shall not assign the project to any other agencies, in whole or in part, to perform its obligation under the project contract.
6. In case of delay in execution of the assigned work by the agency, NeGD may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%). may be imposed by NeGD.
7. If the delay is beyond 2 weeks then Digital India may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. Digital India may debar and blacklist the Agencies for applying in its future empanelment also.
8. If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent ( such as inadequate interaction with NeGD), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and NeGD decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with NeGD.
9. The successful agencies shall at its own expense deposit with NeGD, within a week of the date of notice of empanelment, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank

in the form of Fixed Deposit Receipt (FDR) with lien marked to Media Lab Asia- NeGD, New Delhi against advance payment for any assigned work not exceeding 10 % of the total work order value. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months of the period of empanelment.

10. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “NeGD” and “the applicant”. No partnership shall be constituted between NeGD and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
11. The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NeGD’s interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
12. NeGD will de-empanel the empanelment, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
  - (a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel in contract executions.
  - (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non competitive levels and to deprive NeGD of the benefits of free and open competition.
  - (c) “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
  - (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
  - (e) “Collusive practices” means a scheme or arrangement between two or more applicants with or without the knowledge of the NeGD, designed to establish prices at artificial, non-competitive levels; NeGD will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.

13. Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
14. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
15. The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by NeGD from time to time.
16. The applicants will indemnify NeGD against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. NeGD will take necessary legal actions for such cases.
17. NeGD will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
18. Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
19. NeGD reserves the right to withdraw/ terminate empanelment in any of following circumstances:
  - a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
  - b) Information provided to NeGD is found to be incorrect;
  - c) Empanelment conditions are not met within the specified time period;
  - d) Misleading claims about the empanelment status are made;
  - e) Clear evidence is received that there is breach of copyright;
24. If the agency does not execute the contract to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.
  - a) Forfeit the Performance Guarantee Amount
  - b) Terminate the contract.
25. The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties except service Tax, as applicable, up to the completion of job. Service Tax will be reimbursed on actuals on submission of documentary evidence.
26. All decisions taken by the NeGD regarding empanelment shall be final and binding on all concerned parties.
27. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
28. The Agency is obliged to work closely with the Digital India's staff, act within its own authority and abide by directives issued by the NeGD.
29. The Agency will abide by the job safety measures prevalent in India and will free the NeGD from all demands or responsibilities arising from accidents or loss of life. The Agency will pay all indemnities arising from such incidents and will not hold the NeGD responsible or obligated.
30. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.

31. The Agency will treat as confidential all data and information about the NeGD, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NeGD.
32. NeGD will have right to drop any agency from the empanelled list without assigning any reason whatsoever. NeGD also reserves the right to modify the term and conditions of empanelment.
33. The agency should be able to execute order at short notices and even on holidays.
34. Agency should have resources with proficiency and proof reading facilities in multiple official languages of India.
35. Selection of artwork/creative will be entirely on NeGD's discretion. Artwork/creative once selected will be the property of NeGD and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission/fees/royalty. The Agency has to provide original soft copy of open file to NeGD. The agency cannot use the concept, artwork, picture, film and jingle for other clients once NeGD selects it.
36. NeGD reserves the right to make necessary modification to the selected artwork, concept, etc.
37. Agency will be responsible for transportation of material across India, if required by NeGD.
38. NeGD also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.

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