

National e-Governance Division

Request for Empanelment (RFE) of Advertising and Creative Agencies for Digital India Program



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

National e-Governance Division

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

REQUEST FOR EMPANELMENT (RFE) OF ADVERTISING AND CREATIVE AGENCY FOR DIGITAL INDIA CAMPAIGN

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 Advertising/Creative Agencies (hereafter referred to as Agencies) for empanelment as advertising and creative agency (hereinafter referred to as "Agency") for Digital India campaign under the following three Categories :-

| Category | Nature of work |
|--------------|---|
| Advertising | Planning, design and execution of 360 ⁰ mass media campaign |
| Audio Visual | Films, Documentaries, Graphical presentations etc |
| Translation | Language translation of documents and files into various Indian & foreign languages |

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

1. Applicants can apply for one or all the three categories i.e. Advertising agency, Audio Visual and Translation Agency. The Applicants are required to submit separate applications (RFP response) for each category. However, only one application should be sent for each category by the agency.
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.negp.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,” specifying the category for which the application is submitted (viz; “Advertising Agency”, “Audio Visual Agency” or “Translation Agency”), for ‘Digital India Program’ containing the ‘Eligibility documents’ and ‘Technical bid’ in two separate envelopes as explained in 3.3.1 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 March 27, 2015 before 1500 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
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 March 17, 2014 by post or email sunil.sharma78@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 services as per scope of work listed under “2.4” of this RFE.**

Important dates:

| S No. | Activity | Date |
|--------------|--|------------------------------|
| 1 | Last date for submission of written queries (email or post only) | March 17, 2015 |
| 2 | Release of responses to clarifications | March 20, 2015 |
| 3 | Last date for submission of RFE | March 27, 2015 by 1500 hours |
| 4 | Date for Shortlisted agencies based on eligibility criteria | March 31, 2015 at 1500 hours |
| 5 | Technical presentation and selection | Between April 6-8, 2015 |

TABLE OF CONTENTS
PROPOSAL FOR EMPANELLING ADVERTISING AND CREATIVE AGENCIES FOR
DIGITAL INDIA CAMPAIGN

| | |
|---|--------------|
| SECTION I: BACKGROUND | 6 |
| SECTION II-CAMPAIGN REQUIREMENTS 2.1 Purpose 2.2 Target Audience 2.3 Objectives 2.4 Scope of Work for Agencies 2.5 Other information | 7-10 |
| SECTION III: ELIGIBILITY CRITERIA 3.1 General Eligibility 3.2 Qualification Criteria 3.3 Instructions to Applicants 3.4 Disqualification 3.5 Important Dates | 11-14 |
| SECTION IV EVALUATION AND EMPANELMENT PROCEDURE 4.1 Evaluation process 4.2 Empanelment 4.3 Allocation of Work | 15-18 |
| SECTION V: GENERAL CONDITIONS 5.1 Penalties 5.2 Performance Bank Guarantee (PBG) | 19 |
| SECTION VI: GENERAL TERMS AND CONDITIONS OF AGGREEMENT 6.1 Nativity 6.2 Relationship 6.3 Right to rejection and right to annulment 6.4 No obligation 6.5 Fraud and Corruption 6.6 Confidentiality 6.7 Governing Language 6.8 Applicable Law 6.9 Jurisdiction of Courts 6.10 Frequency of Empanelment Process 6.11 Advertising and Promotion 6.12 Indemnity 6.13 Termination / Withdrawal 6.14 Only one application 6.15 Amendment 6.16 Disclaimer 6.17 Binding Clause 6.18 Agency"s Integrity 6.19 Agency"s Obligations | 20-23 |
| SECTION VII: SPECIFIC TERMS AND CONDITIONS | 24 |

| | |
|--|--------------|
| ANNEXURE I: DECLARATION (ON THE RESPONDENT'S LETTER HEAD) | 25 |
| ANNEXURE II: QUALIFICATION CRITERIA | 26-27 |
| ANNEXURE III: CHECKLIST FOR SUBMISSION OF RESPONSE TO RFE | 28 |
| ANNEXURE IV: TERMS AND CONDITIONS OF AGREEMENT | 29-31 |

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 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 advertising and creative agencies for the work of Information, Education, Communication (IEC) campaign and other activities at the national level under the guidelines specified herein.

SECTION II: CAMPAIGN 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.

The formal launch of the Digital India programme is proposed to be carried out at multiple levels to connect to citizens at the bottom of the pyramid. The event will be weeklong celebration and to include various stakeholders from Government Ministries/Departments, Industry, School & Academic Institutions, Gram Panchayat, Civic Bodies/ ULBs, Civil societies etc which will finally be culminated to the national level.

To carry out the tasks of various launch activities and future 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 2.3 below.

2.2 Target Audience /Stakeholders

- Citizens (esp Youth & Women)
- Government Departments both at Centre & State
- NGOs & Civil Societies
- Academic Institutions
- Industry Bodies

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 for agencies: To achieve the above objectives, a Media & Communications 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 Media & Communications strategy and to implement a 360⁰ Media Campaign activity, services of a creative agency is required. This involves tasks mentioned under but not limited to these only.

2.4.1 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 NeGD and events pertaining to Digital India. 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.

2.4.2 Understand the Objectives of the Digital India Program clearly and build communication around existing Digital India platforms (IRCTC-<https://www.irctc.co.in/eticketing/loginHome.jsf>, eTaal-<http://etaal.gov.in/etaal/auth/login.aspx>, Mobile Seva- mobileseva.gov.in); how to use them effectively to communicate in a creative manner to establish credibility of the message as per objectives

2.5 Category-I : Advertising

2.5.1 Planning & strategy

2.5.1.1 Plan and suggest Digital India 3600 communication and marketing strategy – objectives, TGs, messages for various TGs/Stakeholders, communication channels (digital and conventional), BTL event format at schools, CSCs, Post Offices, Gram Panchayats etc., engagement through games (digital and physical), competitions etc

2.5.1.2 Create Message of Digital India around vision areas– empowerment, e-services, inclusiveness etc.

2.5.1.3 Branding of Digital India:

- Create a brand name for Digital India Program– a catchy and relevant name for the program
- Overall branding of Digital India Program across all mediums- agency may be required to re-design the overall logo of Digital India Program, associated schematics, design, standardize the colour scheme, etc.

2.5.1.4 The Agency is expected to design creatives in multiple languages for various media as per the requirement of NeGD.

2.5.2 Information, Education and Communication (IEC) with Digital India branding, including but not limited to following activities

2.5.2.1 Conceptualization, designing, scripting, and development of Information, Education and Communication (IEC) materials

o Television

- o TV Commercials
- o Cinema Ads

o Radio

- o Radio Jingles
- o Radio Spot (Generic/Specific)

o Print media: (design, lay out, copy writing and colour scheme)

- o Newspapers Ads, Articles for newspaper & magazines, advertorials, Press Release etc on various activities/events/projects of DI Program
- o Brochures, booklets, leaflets, pamphlets, posters, training material, reports, any other mass communication material, newsletters, handouts etc.
- o Backdrop, standees, and other publicity materials for events, press briefings/conferences, exhibitions, interviews, other exhibition materials etc
- o Recruitment and empanelment
- o Notifications and Tender Notices advertising

o Outdoor Media

- o Hoardings, banners, bus/train panels, bus shelters, panels & posters in metro rail and metro stations, railway stations and airports, illuminated signage, wall paintings, display panels etc.

o Digital creative

- o Flash /animated interactive games
- o SMS content for mobile marketing
- o Info-graphics
- o e-Books
- o Mobile App
- o Interactive digital games, flash games

2.5.2.2 Suggest and design collaterals for Digital India

2.5.2.3 Suggest brand ambassador and influencers from celebrities and renowned personalities from IT space

2.5.2.4 Innovative proposals for the marketing of Digital India and educating citizens about various value propositions and Digital India and e-services

2.5.2.5 Suggest a Feedback and Assessment System for the entire communication and marketing strategy

2.6 Category –II :Translation work

2.6.1 Translate all creative- print, and audio visuals into major Indian languages which means reading through original material and rewriting it in the target language*, ensuring that the meaning of the source text is retained (Transcreating may also be part of the job and is a mix of translation, localisation and copywriting, where the text is culturally and linguistically adapted to suit the reader.

2.6.2 Proofreading and editing final translated versions; Providing NeGD with a grammatically correct, well-expressed final version of the translated text, usually as a word-processed document.

2.6.3 Adaptation of creatives (brochures, pamphlets, ebooks, posters, hand outs, SMS, Voice Overs for TVCs, Films etc) in regional languages according to cultural background

2.7 Category –III : Films/Audio Visuals

2.7.1 TV Commercials, Viral videos, short films on e-Services, projects, value added components/features of DI program.

2.7.2 Theme based animated films

2.7.3 Flash/Graphical presentation

SECTION III: ELIGIBILITY CRITERIA

3.1 General Eligibility

The RFE can be responded to only by registered business entities with atleast two years in business and have their registered/Head office/branch office in Delhi/NCR. **No consortia/joint ventures shall be allowed to apply for empanelment.**

The business entity must be incorporated under any of the following Acts - The Partnership Act, 1932 or Sole Proprietorship Firm or the Limited Liability Partnership Act 2008 or the Companies Act 1956. Along with the General Eligibility criteria, prescribed herein, the Respondent has to satisfy the following qualification criteria for empanelment.

3.2 Qualification Criteria*

3.2.1 Category-I : Advertising Agency

| Sl | Criteria | Minimum requirement |
|----|---|--|
| 1 | Certificate of Registration | The firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & Service Tax registration. |
| 2 | Financial Turnover - Annual turnover | Rs.10 Crores for FY 2013-14 (Audited financial statement) |
| 3 | Main office location Registered/Head office/Branch office | Fully operational branch/head office in Delhi/NCR |
| 4 | Past Work | 5 best projects (360 ⁰ advertising campaign of preferably Govt/PSUs/Corporate/brand) undertaken of media budget of Rs.3 Crore each |
| 5 | Manpower Strength (25 on roll employees) | Should have adequate personnel to handle multi-lingual, multi-media campaign. Supporting document such as PF list of employees etc. |
| 6 | 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 | A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal. |

3.2.2 Category-II : Translation Agency

| Sl | Criteria | Minimum requirement |
|----|------------------------------------|--|
| 1 | Certificate of Registration | The firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & Service Tax registration. |

| SI | Criteria | Minimum requirement |
|----|---|--|
| 2 | Financial Turnover - Annual turnover | Rs.50 Lakh for FY 2013-14 (Audited financial statement) |
| 3 | Main office location Registered/Head office/Branch office | Fully operational branch/head office in Delhi/NCR |
| 4 | Past Work | 5 best projects undertaken preferably for Government clients involving translation work such as Annual Reports, Journals, Publicity materials etc in 10 Indian official languages (other than Hindi and English) |
| 5 | Manpower Strength (10 on roll employees) | Should have adequate personnel to handle multi-lingual, multi-media campaign. Supporting document or self declaration by the Head of the Organization |
| 6 | 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 | A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal. |

3.2.3 Category-III : Audio Visual Agency

| SI | Criteria | Minimum requirement |
|----|---|--|
| 1 | Certificate of Registration | The firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & Service Tax registration. |
| 2 | Financial Turnover - Annual turnover | Rs.5 Crore for FY 2013-14 (Audited financial statement) |
| 3 | Main office location Registered/Head office/Branch office | Fully operational branch/head office in Delhi/NCR |
| 4 | Past Work | 5 best projects undertaken preferably for Government clients such as Short Films, Documentaries, Corporate presentation, Animated films, TV Commercials, Radio jingles |
| 5 | Manpower Strength (10 on roll employees) | Should have adequate personnel to handle multi-lingual, multi-media campaign. Supporting document or self declaration by the Head of the Organization |
| 6 | 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 | A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal. |

3.3 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.

3.4 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 |
|-----------------|---------------|
| Advertising | Rs.50,000/- |
| Audio Visual | Rs.1,50,000/- |
| Translation | Rs.25,000/- |

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.

***Please refer Annexure II for details**

3.5 Instructions to Applicants

3.5.1 List of documents to be submitted as part of response to RFE

- 1 Covering letter on agency's letter head
- 2 Documents and other details for purpose of technical evaluation (CD for the purpose of AV materials, original published materials for Translation Agency)
- 3 Declaration in the format given in **Annexure I**
- 4 Details of Qualification criteria as given in **Annexure II**
- 5 Checklist in the format given at **Annexure III**
- 6 EMD of specific amount as per category mentioned in para 3.4
- 7 Any other supporting information that is relevant to proposal

All documents must be properly marked. 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.

3.6 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) | March 17, 2015 |
| 2 | Release of responses to clarifications | March 20, 2015 |
| 3 | Last date for submission of RFE | March 27, 2015 by 1500 hours |
| 4 | Date for Shortlisted agencies based on eligibility criteria | March 31, 2015 at 1500 hours |
| 5 | Technical presentation and selection | Between April 6-8, 2015 |

SECTION IV- EVALUATION AND EMPANELMENT PROCEDURE

In order to empanel advertising and creative agencies, the 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 3.2 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 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. Please note if any agency gets selected for any of the category based on merit, the same agency will be automatically be eligible for empanelment for rest of the two categories provided the agency qualifies basic eligibility criteria and scores 70 marks or above in other two categories.

4.1.4. Category-I Advertising Agency

| Sl | Type | Marks |
|----|--|-------|
| 1 | Carried out at least five 360 degree (ATL, BTL,PR, Digital) campaign involving Electronic, Print, Outdoor, Digital etc for any govt program/ brand/corporate/social organization of media budget of Rs.3 Crore and above (Objective, strategy, Media mix, outcome) (Not more than 5 A4 page) | 25 |
| 2 | Innovative ideas on Digital India Plan to deliver key messages for various TG/Stakeholders. | 25 |
| 3 | Communication Strategy for DIGITAL INDIA involving 360 ⁰ campaign plan. (Not more than 4 A4 page) | 20 |
| 4 | Creative illustration for Digital India as per above communication plan (Newspaper, Hoarding, brochure, | 20 |

| SI | Type | Marks |
|----|--|------------|
| | pamphlets etc) | |
| 5 | CVs of professionals to be deployed in the campaign (Creative-3 having min 3 years of hands-on experience in design, illustration, working knowledge of flash and animation and Client Servicing-3 having hand on experience of 5 or more years in Account handling, strategy planning, team management etc. Production-3 having experience of 5 to 10 years in making Films, TVCs, Script, Storey board, shoot, studio editing etc) | 10 |
| | Total | 100 |

4.1.5. Category-II Translation Agency

| SI | Type | Marks |
|----|---|------------|
| 1 | 5 best projects undertaken preferably for Government clients involving translation work such as Annual Reports, Journals, Publicity materials etc in 10 Indian official languages (other than Hindi) (Copies of work order/ Certificate from client) | 25 |
| 2 | Innovative ideas and software tools for carrying out large translation work within short turn around time | 25 |
| 3 | Language Service Provider with ISO 9001 or equivalent certification | 20 |
| 4 | Number of Languages in published items / Client base | 20 |
| 5 | CVs of 3 key professionals to be deployed in the project with relevant experience not less than 5 years (Translator, Proof reader, Designer-Type setter) | 10 |
| | Total | 100 |

4.1.6. Category-III Audio Visual Agency

| SI | Type | Marks |
|----|--|-------|
| 1 | Three Film samples with attached original briefs to compare execution against concept (Copies of work order/ Certificate from client) | 30 |
| 2 | Audio Visual concept & Approach Paper- for Digital India based on the understanding of objectives. The approach paper must be a concept that articulates and outlines how the agency proposes to present Digital India initiatives in the form of Audio-visual documentary. This must be in an essay form/bullet form in not more than 600 words. The document must visualize the film and its flow along with a proposed treatment note. (max 2 A4 size paper) | 30 |
| 3 | Availability of Infra structure like Camera, Sound Equipments, Lighting Equipments, Grip Equipments, | 20 |

| SI | Type | Marks |
|----|---|------------|
| | etc | |
| 4 | CVs of key personnel with relevant experience not less than 5 years - Creative Director/Producer /Cinematographer | 20 |
| | Total | 100 |

* For information on various DIGITAL INDIA, please visit www.deity.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 (as given under Annexure IV) 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 selection of work will be through QCBS (50:50) on technical/creative presentation and financial quote for that assigned task. 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 When NeGD chooses to get a particular creative released in newspapers, making of IEC material etc, costs for designing the creative will be paid as per above method.

4.3.5 All advertising releases will be carried out by NeGD directly through DAVP or its empanelled agencies at DAVP rate.

4.3.6 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.

4.3.7 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.

- 4.3.8 The documentary 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.
- 4.3.9 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.
- 4.3.10 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
- 4.3.11 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.
- 4.3.12 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.
- 4.3.13 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.

5.2 Performance Bank Guarantee (PBG)

The successful agencies 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 30 % 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.

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 as per details given under 3.1.

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 NeGD Name, Brand Name - DIGITAL INDIA and Logo. For any misuse of NeGD 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 fulfil 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 fulfil 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 NeGD 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: Qualification Criteria

| S No. | Description | Detail |
|-------|---|---|
| 1 | Certificate of Registration | The firm should possess and furnish certificate of registration/ incorporation. It should also provide the PAN & Service Tax registration. Submit documents in support. |
| | Accountant/Statutory Auditors | Submit the audited balance sheet FY 2013-14 |
| 3 | Head office/Branch office in Delhi/NCR With complete address and telephone number 2013-14 | Submit support document (Address proof/Electricity bill etc) |
| 4 | CVs of Key functionaries - Team members (excluding support & admin staff) | Submit CVs (as per category) |
| 5 | Has the agency been blacklisted/debarred/suspended/banned from business dealings by Any Ministry/Department of State/central Government/PSU As on date of filling the responses of this RFE | Submit the declaration duly signed by authorised signatory |

ANNEXURE II: contd...

6. 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: CHECKLIST FOR SUBMISSION OF RESPONSE TO RFE

| Description | Detail | Y/N |
|-----------------------|---|-----|
| Eligibility Documents | Certificate of Registration/Incorporation. PAN & Service Tax Registration | |
| | Certified Annual Turnover FY 2013-14 as per category | |
| | Proof of Presence in Delhi/NCR (Address proof) | |
| | Dedicated team to service NeGD (CVs of the team intended to be deployed) | |
| | A declaration stating that agency has not been blacklisted/debarred/suspended by any State/Central Government/PSU | |
| | Duly signed Annexure I | |
| Bid documents | Hard copies of documents as explained in as per category para 4.1.4./4.1.5/4.1.6 | |

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.

Signature.....
 Certified By, in the capacity of.....
 Duly authorized to sign Proposal for
 And on behalf of.....
 Date.....
 Place.....

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. 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.
12. 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.
13. 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 30 % 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
19. The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by NeGD from time to time.
20. 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.
21. 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.
22. 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.
23. 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 NeGD'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.
