

## **National e-Governance Division**

Request for Empanelment (RFE) of Digital & Social Media  
Agencies for Digital India Programme

**NeGD  
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 DIGITAL MEDIA AGENCIES  
FOR DIGITAL INDIA PROGRAMME**

National e-Governance Division (NeGD) as an autonomous business division under the Ministry of Electronics and Information Technology, Government of India.

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 for the following purpose of work :-

**Category :** Digital Media & Social Media Services

**Nature of Work :** Planning, designing and execution of social and digital media strategy, content and online campaign management for Digital India Programme and its products and services. **(Refer to clause 2.4)**

**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.
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 11<sup>th</sup> November, 2019 before 3:00 PM addressed to:

**Director (A&C)**

**National e-Governance Division**

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

7. For any clarification on the RFE agencies may contact before 22<sup>nd</sup> October, 2019 by post or email: [socialmedia@negp.gov.in](mailto:socialmedia@negp.gov.in)
8. 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.
9. 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:**

S No.	Activity	Date
1	Pre-bid meeting	21 <sup>st</sup> October   11:00 am-12:00 noon (1 Hour)
2	Last date for submission of written queries (email or post only)	22 <sup>nd</sup> October 2019
3	Release of responses to Clarifications	25 <sup>nd</sup> October 2019
4	Last date for submission of RFE	11 <sup>th</sup> November 2019
5	Technical presentation and Selection	19 <sup>th</sup> November 2019 onwards

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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 MeitY 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 Ministry of Electronics & IT (MeitY) 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 below.

## **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.

<b>2.2</b>	<b>Target</b>	<b>Audience</b>	<b>/Stakeholders</b>
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	· Citizens including Youth & Women		
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- 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 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 weight age 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 and for microsite and website management 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 and Digital Media Management

The selected Agency shall begin Social Media Management for Digital India Programme and its products & services from the day of Work Order issued to be completed within the stipulated timeline.

1. **Creation & Maintenance of Social Media Platforms for Digital India Programme:** The Agency shall create and subsequently maintain the official pages of Digital India Programme (and its Products & Services) social media pages, Facebook, Twitter and YouTube Channel, LinkedIn and Instagram or any other social media platform.
2. **Weekly/Monthly Content:** It will be expected to submit a weekly social media calendar with content strategy on every Monday. The content strategy will have details of daily informative and promotional updates in the form of relevant text, photos, audio, video, interactive content, interviews, news, quiz, micro campaigns etc.
3. **Content Approval :** The final content approval will be done internally in adherence to NeGD social media team members.
4. **Engage with users:** Regularly organize online surveys, quizzes, contests on the all platforms as per the approved strategy.
5. **Publicity:** Publicize all festivals and cultural events using all the platforms.
6. **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.
7. **Gate Keeping and Content Research :** Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorised advertisements, inappropriate content etc. The agency is also expected to maintain a regular communication and research work pertaining to Digital India Initiative for content ideas.
8. **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.
9. **Tagging:** Create relevant tagging, hashtags & linkages of content on the all platforms.
10. **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.
11. **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored.
12. **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.

## **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. Response Management :** Use a good industry standard monitoring tool for analyzing comments / remarks, trends etc. about NeGD / MeitY / 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.** Executing the digital campaigns on the basis of overall Social Media strategy and undertake activities like optimization of campaign, reporting etc.

**VI .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. 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."

**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. The final approval on the content strategy will be done NeGD.
- 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 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:**

- a) Registered companies, partnership firms and private limited companies.
- b) Should have been in the business not less than 3 years
- c) Annual Turnover Rs. 5 crores or more (audited statement of last 3 financial years to be provided)
- d) Should have fully operational branch/head office in Delhi/NCR
- e) 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
- f) Should have handled a minimum of 10+ projects (Preferably Government/Corporate)

### **3.2 Other Information**

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

**3.2.2** 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 of Rs. 50,000/- in the form Bank Guarantee valid for one year or Demand Draft (DD) in favour of Digital India Corporation- NeGD of amount as per below category:

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.

### **3.4 Instructions to Applicants**

#### **3.4.1 List of documents to be submitted as part of response to RFE1**

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 Rs.50,000/-.

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 pen drive. 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:**

<b>S No.</b>	<b>Activity</b>	<b>Date</b>
1	Pre-bid meeting	21 <sup>st</sup> October   11:00 am – 12:00 noon (1 Hour)
2	Last date for submission of written queries (email or post only)	22 <sup>nd</sup> October 2019
3	Release of responses to Clarifications	25 <sup>nd</sup> October 2019
	Last date for submission of RFE	11 <sup>th</sup> November 2019

4		
5	Technical presentation and Selection	19 <sup>th</sup> November 2019 onwards

## 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: Approach</b> & 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> <li>Top 5 Digital India Services – DigiLocker, UMANG, Digital Payments, NCOG, Digital India General Brand Awareness.</li> </ul>	20
4	<b>Creative illustration</b> for Digital India for Digital Space	20
5	<b>CV's of professionals to be deployed in</b> 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.

**4.3.8** 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 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 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 Digital India Corporation- 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.

## **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 two years. 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's 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 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 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 stated facts 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**

[Location, Date]

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

\*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...**

Ten 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.				
6.				
7.				
8.				
9.				
10.				

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

### **7. Office locations**

S.No	Metro City & Other Tier Cities	Address
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Signature.....

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

Duly authorized to sign Proposal for

And on behalf of.....

Date.....

Place.....

### **Annexure III: Documents**

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 last three financial years

Work orders/completion certificate for 10 projects/campaigns done for client

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 Digital India Corporation- 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.
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- 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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