

National e-Governance Division

**Request for Empanelment (RFE) of Advertising and
Creative Agencies & AV Producers for Digital India
Program**



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

National e-Governance Division

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

REQUEST FOR EMPANELMENT (RFE) OF ADVERTISING /CREATIVE AGENCIES AND AV PRODUCERS FOR DIGITAL INDIA CAMPAIGN

The Ministry of Electronics and Information Technology (MeitY), Government of India has formed the National e-Governance Division (NeGD) as an autonomous business division within Digital India Corporation (DIC), for supporting and assisting MeitY in the Program Management of Digital India Program.

NeGD invites RFE from reputed Advertising/Creative Agencies & AV agencies/Producers (hereafter referred to as Agencies) for empanelment as advertising /creative agency and AV Producers for Digital India campaign under the following two Categories :-

Category	Nature of work
Advertising	Planning, design and execution of 360 ⁰ mass media campaign and Event management
Audio Visual Producers	Production of Films, Documentaries, TV Serials, Sponsored AV programmes, AV spots, production of short videos etc

Please go through the full document available at <http://negd.gov.in/> and www.meity.gov.in , www.digitalindia.gov.in

1. Applicants can apply for one or both the categories i.e. Advertising agency & Audio Visual. The Applicants are required to submit separate application (RFE 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.negd.gov.in , www.meity.gov.in , www.digitalindia.gov.in
4. Proposal must be submitted at the NeGD, New Delhi office in one large sealed

envelope marked as “Application for the Empanelment of Advertising Agencies & AV Producers for Digital India Program,” specifying the category for which the application is submitted (viz; “Advertising Agency”, “Audio Visual Agency (Producers)”) 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 **12th July, 2018 before 1500 hours** addressed to
Director (A&C)
National e-Governance Division
4th Floor, Electronics Niketan,
6 CGO Complex, New Delhi 110003
7. Firms may contact Sh. Pranjal Kalita, DGM (A&C) ,NeGD at 4th Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, for any clarification on the RFE before 01 July, 2018 by post or email: vinay@nic.in and pranjal.kalita@digitalindia.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.

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	Date of publication of RFE	27 th June, 2018
2	Pre-bid meeting	2 nd July, 2018
3	Release of responses to clarifications	5 th July, 2018
4	Last date for submission of proposals	11 th July 2018 by 15:00 Hrs
5	Date for Shortlisted agencies based on eligibility criteria	14 th July 2018
6	Technical presentation	15 th July 2018 onwards
7	Final list of selection	17 th July 2018 (tentative)

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SECTION I: BACKGROUND

The Digital India Program of the Government is designed to transform India into a knowledge-based economy and digitally empowered society by ensuring digital access, digital inclusion, digital empowerment and bridging the digital divide.

Digital technologies are vital for the inclusive growth of a country like India, which is at the peak of its demographic dividend. Government is committed to provide governance and services to the citizens of the nation in an affordable and efficient manner. The story of India's digital transformation is one of an ICT-led development by use of technology that is affordable, inclusive and empowering, thus, ensuring a sustainable development.

India has become the second largest market for smart-phones in the world with 44 crore users. There are around 117 crore mobile phone users and 50 crore Internet users in India. Through Aadhaar, the Government has provided digital identity to around 122 crore residents of the country. Aadhaar based eKYC is enabling instantaneous delivery of services. We are transforming service delivery by creating transparent governance. Aadhaar provides e-authentication and nearly 6 crore e-authentications are taking place every day.

Around 2.92 lakh Common Service Centers, spread all over the country, are ensuring digital delivery of services at the doorstep of the citizens even in the remote areas of the country in an affordable manner, creating digital empowerment by providing more than 300 services ranging from education, health, agriculture etc. and generating employment opportunities for rural youth with nearly 10 lakh persons already employed in these centers. Around 54,000 women entrepreneurs are working in these centers.

The BPO movement has reached smaller towns with the aim to create employment opportunities and dispersal of IT/ITeS industry to secure a balanced regional growth by promoting local entrepreneurs.

Digital delivery of services such as Jeevan Pramaan, DigiLocker, eBasta, ORS, National Scholarship Portal, eSign, e-NAM etc. have improved the ease of living for citizens. To make governance easily accessible to people, UMANG (Unified Mobile Application for New Age Governance) platform has been created by the Government that enables access of various Government services to the citizens through their mobile phones. All these initiatives have expanded the digital outreach of the citizens.

To bridge the digital divide, the Pradhan Mantri Digital Saksharta Abhiyan (PMGDISHA) is being implemented by the Government. Around 1.23 crore beneficiaries in rural areas have already been made digitally literate and a total of 6 crore beneficiaries will be trained in the coming 2 years.

The growth of digital payments ecosystem is set to transform the economy. India's unique payment systems such as BHIM-UPI and BHIM-Aadhaar are getting recognized globally. Around 20 lakh transactions have been done since inception.

Aadhaar Enabled Payment System (AEPS) is facilitating bank transactions using biometric authentications. More than 3.87 lakh AEPS micro ATMs are being used for doorstep banking by banking correspondents. Over the next few years, greater digitization of financial transactions can result in easier availability of credit to all segments and help India emerge as a major centre for financial technologies.

India is today one of the fastest growing markets for electronics in the world. The Government has attached a high priority to promoting manufacturing of electronics in the country. This aligns with Government's various other programmes like 'Make in India', 'Skill India' and 'Start-up India'. Government's efforts have started to bear fruit and investment in this sector has gained significant momentum

In this era of digital world, Government of India is endeavouring to create inclusive, safe and secure cyber space for sustainable development. The focus is on looking beyond mere digitisation to digital technologies as means to empower people. The Government is also making framework for data protection.

India's digital story is of digital empowerment and digital inclusion for digital transformation based on technology that is affordable, inclusive and developmental. The Digital India Programme is generating pathways to a future powered by technology.

NeGD has been entrusted by MeitY to carry out awareness and communication activities under the 'Digital India' brand. NeGD intends to empanel Creative/Advertising agencies and Audio Visual Producers to carry out various multi-media campaigns, production of advertising & promotional materials on a regular ongoing basis under the following two categories.

Category	Advertising/Creative Agency	Audio Visual Agencies /Producers
No of Agencies to be empanelled (upto a max of)	10	10

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 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 (A&C) 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.

Since the launch of Digital India Program in 1st July, 2015, the Ministry of Electronics & IT (MeitY) has made numerous efforts for spreading the message of Digital India and its key activities, programmes and projects. Right from the launch of Digital India Week, Good Governance Day and Week, felicitation of Cyber Wellness Challenge Winners, Digital India Tableau for Republic Day, Mass Media & Social Media campaigns, University Workshops to Rural Outreach Campaign etc are some of the prominent activities undertaken so far.

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 planning and executing multi-media campaigns as well as managing events of the Ministry whenever need arises, 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
- 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

2.4 Scope of Work for agencies (Broad list of activities to be undertaken during the empanelment period): 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 as well as execution of events at national/international level, services of agencies are required. This involves tasks mentioned under but not limited to these only.

2.4.1 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 NeGD and events pertaining to Digital India.

2.4.2 Understand the Objectives of the Digital India Program clearly and build communication around existing Digital India products & services such as UMANG, e-Hospital, DigiLocker, Electronics Manufacturing, Aadhaar services, Digital Payment (BHIM,UPI) and host of other services; 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 360 degree communication and marketing strategy – objectives, TGs, messages for various TGs/Stakeholders, communication channels (digital and conventional) & their share, 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 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) for Digital India,

but not limited to following activities

2.5.2.1 Conceptualization, designing, scripting, and development of Information, Education and Communication (IEC) materials including translation into various regional languages

- o Television
 - o TV Commercials
 - o Cinema Ads
- o Radio
 - o Radio Jingles
 - o Radio Spot (Generic/Specific)
 - o Radio Sponsored programme
- o Testimonial videos
 - o Interviews
 - o Films (long/short)

- 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 Notifications and Tender Notices advertising
 - o Translation into various regional languages

- 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 SMS content for mobile marketing
 - o Info-graphic/ banners
 - o e-Books
 - o Animated presentations
 - o Short videos (viral videos/information based how to do videos etc)

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 and other space

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

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

2.5.2.6 Event Management : conceptualize the overall theme based on the selected venue and provide complete solution and manage all the logistics requirements.

- Fabrication of stage, backdrops (Static or LED) based on requirement
- Audio Visual and light requirement for the stage and the whole festival
- Designing and printing of all promotional materials

- Branding of the venue as well as the host city
- Guest list management, invitation dispatch and RSVP
- Translators for live transcript (audio and visual) and equipment to support
- Pre event promotional activities
- Welcome entrance gate
- Cultural shows
- Creative pathway décor (Props, Flags, cutouts)
- Seating arrangement
- Management of opening, closing ceremony and Media management (Press meet, Press releases, briefing sessions etc)
- Registration and transportation
- Security Management/ Protocol and seeking permissions from authorities
- Transportation and Hospitality management.
- Uninterrupted power backup

2.6 Category –II : Audio Visuals agencies/Producers

- 2.6.1 Conceptualization & production of TV serials, Viral videos, short films, interviews, testimonial videos, Documentaries, Success stories and other such AVs for the publicity of programmes, policies, schemes and other initiatives of the Ministry.
- 2.6.2 Theme based animated films
- 2.6.3 Flash/Graphical presentation
- 2.6.4 Structure, presentation and scripting of films/AVs, Outdoor shoots, Identification of characters/actors, editing, VO, dubbing, adaptations. The theme/topic will be provided by NeGD

SECTION III: ELIGIBILITY CRITERIA

3.1 General Eligibility

The RFE can be responded to only by registered business entities with at least three 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 agency has to satisfy the following qualification criteria for empanelment.

3.2 Qualification Criteria*

3.2.1 Category-I : Advertising & Creative 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 & GST registration.
2	Financial Turnover - Annual turnover	Rs.50 Crores each for last three years Out of which Rs.25 Crore from Creative work i.e. designing/production of creative/ commercials for TV, Radio, Print, Online, outdoor etc & Rs.25 Crore from events/MICE/Exhibition business etc. (Audited financial statements verified by Chartered Accountant indicating his/her membership no. on his seal)
3	Main office location Registered/Head office/Branch office	Fully operational branch/head office in Delhi/NCR
4	Past Work	(i) 5 best projects (360° advertising campaign of preferably Govt/PSUs/Corporate/brand) undertaken of media budget of Rs.3 Crore each in the last three years (ii) 3 big events of national/international level for Government or Corporate, out of which one event must have been organized for Central/State Government which with 1200+ delegates in last three years
5	Manpower Strength (25 on roll employees)	Should have adequate personnel to handle multi-lingual, multi-media campaign, event management.

SI	Criteria	Minimum requirement
		Supporting document such as Salary Slip, PF list of employees etc to be submitted.
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 : Audio Visual Agency/ Producers

SI	Criteria	Minimum requirement
1	Certificate of Registration	The producer/ firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & GST registration. Preferably empanelled with DAVP/NFDC but not mandatory
2	Net worth –Rs.10 Lakh	Net worth of Rs.10 Lakh (Audited financial statements verified by Chartered Accountant indicating his/her membership no. on his seal) and income-tax returns for last three years.
3	Main office location Registered/Head office/Branch office	Fully operational branch/head office in Delhi/NCR
4	Professional Experience	Have produced at least 5 documentary films /Corporate films/ Viral Videos/ Web series/ Animated films of min 2- 5 mins AND 5 TVCs of 30-60 sec duration in the last three years for Government/DAVP or Corporate. Submit show reels of his/her production work undertaken in last three years along with Work order/Completion certificate
5	Manpower Strength (Team Composition)	CVs of Director, Cinematographer, Script Writer & Music Director having minimum experience of 5 years.
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 of Demand Draft (DD) in favour of Digital India Corporation-NEGD payable at New Delhi of amount as per below category :-

Agency Category	Amount
Advertising/Creative	Rs.2,00,000/-
Audio Visual	Rs.10,000/-

EMD will be kept in envelope with the cover letter. Application without EMD will be rejected. In case of renewal of empanelment the same amount of EMD will be used for next year empanelment. The EMD shall be refundable to unsuccessful bidders. After the empanelment of agencies the EMD of successful agencies will be converted as Performance Guarantee.

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 (with seal & signature of authorized signatory)
- 2 Documents and other details for purpose of technical evaluation (CD/Pendrive for the purpose of AV materials)
- 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, sealed & signed by authorized signatory. The response to RFE should be submitted in one hard copy (signed on every page) and one soft copy on a CD/Pendrive. 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) Does not participate in five consecutive bids after circulation of Scope of Work. The agency may be suspended for participation.

- (iii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (iv) 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;
- (v) Submitted an application that is not accompanied by required documentation or is non-responsive;
- (vi) Failed to provide clarifications related thereto, when sought;
- (vii) Submitted more than one application on its own;
- (viii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- (ix) Is in litigation with Government of India;

3.7 Important Dates:

S No.	Activity	Date
1	Date of publication of RFE	27 th June, 2018
2	Pre-bid meeting	2 nd July, 2018
3	Release of responses to clarifications	5 th July, 2018
4	Last date for submission of proposals	11 th July 2018 by 15:00 Hrs
5	Date for Shortlisted agencies based on eligibility criteria	14 th July 2018
6	Technical presentation	15 th July 2018 onwards
7	Final list of selection	17 th July 2018 (tentative)

SECTION IV- EVALUATION AND EMPANELMENT PROCEDURE

In order to empanel 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.

4.1.4. A total of 10 agencies in each of the two categories (Category-I and Category-II) will be empanelled for one year initially which may be extended further for two years on yearly basis based on performance.

4.1.5. Category-I Advertising Agency

Sl	Type	Marks
1	Profile and track record of the agency (Credentials, network details, number of employees, brands/clients handled, in-house facilities, partners/affiliates etc)	5
2	Six best projects- 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) (Max -3 marks for each campaign)	18
3	Communication Strategy for 'DIGITAL INDIA' vision	10

SI	Type	Marks
	involving 360 ⁰ campaign plan based on achievement made so far and the way forward	
4	Event Management: Big events (national/international level) with participation of more than 1200 delegates or exhibition/fairs with footfall of over 20000 people. Each event should be of billing Rs.3 Crore and above (3 marks for each event)	15
5	Creative illustration for Digital India as per above (SI no.3) communication strategy :- 2- TVC Concepts- 3 marks each = 6 2-Radio Scripts- 2 marks each = 4 2- Newspaper ads- 2 marks each = 4 5-posters on topics- UMANG, DigiLocker, JAM trinity, Electronics Manufacturing, Digital payment (BHIM/UPI) – 2 marks each =10 3- Hoarding ads on any of the above topic- 2 marks each =6	30
6	CVs of professionals to be deployed in the campaign (Creative-3 having min 5 years of hands-on experience in design, illustration, working knowledge of flash and animation, scripting, Storey board etc and Client Servicing-3 having hand on experience of 5 or more years in Account handling, strategy planning, team management etc (2 marks each)	12
7	Awards won by the agency in the last three years (National/International) such as Cannes Lions, Addys, Clio, Effies, Goafest etc. (2 marks for each award)	10
	Total	100

4.1.6. Category-III Audio Visual Agency

SI	Type	Marks
1	Six best Film samples (Corporate/ Web-Series/Documentaries/ Corporate) with attached original briefs to compare execution against concept in the last three years. (max -5 marks for each film)	30
2	Audio Visual concept & Approach Paper- for Digital India based on the understanding of objectives, achievement so far. The approach paper must be a	20

SI	Type	Marks
	<p>concept that articulates and outlines how the agency proposes to present Digital India initiatives in the form of Audio-visual film/ documentary. This must be in written form/bullet form or story board format including sample audio/voice). The document must visualize the film and its flow along with a proposed treatment note. This must also be presented before the committee. Topics are as below:-</p> <ul style="list-style-type: none"> a) Digital India brand/Corporate b) UMANG service c) DigiLocker service d) E-Hospital service e) Common Services Centre <p>(Max-4 marks for each)</p>	
3	<p>Five best TV Commercials made for Corporate/Government/NGO.</p> <p>(Max- 4 marks for each)</p>	20
4	<p>Awards won by the creative team/Producers of national/international repute such as Cannes Lions, Advertising Association of India (AAAI), American Advertising Federation, ABBY awards or equivalent. Have to produce documentary evidence.</p> <p>(1 marks for each award)</p>	10
5	<p>Capability of Multi-lingual Films/AVs produced (including dubbing/ re-production)-</p> <ul style="list-style-type: none"> - Bi-lingual – 1 marks for each AV - 5-6 languages – 1.5 marks for each AV - More than 12 language – 2 marks for each AV 	20
	Total	100

* For information on various DIGITAL INDIA, please visit www.meity.gov.in

4.2 Empanelment

4.2.1 Agencies shortlisted for empanelment will be required to submit a signed copy of the RFE as an acceptance of the terms and conditions laid down by NeGD (as given under Annexure IV). After signing of the RFE document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties. **Mere empanelment with NeGD does not guarantee allocation of work.**

4.2.2 No AV agency/producer will be eligible to have empanelment in more than one name (either in his/her own name or in the name of his/her close relative (spouse, dependent children/parents/brothers/sisters and other dependents)

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 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 (Scope of work) 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 allocation of work will be based on QCBS (Quality Cost Based Selection) or L1 (Lowest bid) whichever is appropriate, where in empanelled agencies will be called for Technical/Creative presentation and financial bid. 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 to perform its obligation under the agreement.

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 DAVP rate. The cost of image purchase will be provided on actual

4.3.5 All advertising releases will be carried out by NeGD directly through DAVP/NFDC 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 All AV materials 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. One DVD copy of the master with all versions. Footage to be delivered on a HDD having USB 2.0/Fire Wire Port/ Hard drive properly labelled for easy understanding.

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. 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, NeGD may ask the agency to make changes (including shoot) upto five times/ or till satisfaction. Even after providing reasonable opportunity, if agency fails to perform, then NeGD reserves its right to get it done from any other agency/agencies for which the agency will have no obligation and not 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 day or part thereof of delay (subject to maximum of 10%). may be imposed by NeGD. If the delay is beyond stipulated time 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)

For any work allocated to an agency post empanelment, the agency shall at its own expense deposit with NeGD, within a week of the date of work order shall submit an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank with lien marked to Digital India Corporation -NEGD, New Delhi 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 till the work is completed successfully. NeGD may ask the agency to extend the validity depending on the period of such project/assignment.

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.
- (c) "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.

- (d) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- (e) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (f) "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 Change Orders

NeGD may at any time before completion of work under project awarded to empanelled Agency, change the work content by increasing/reducing the quantities of the services by 20% as mentioned in the work order for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the service in the increased/decreased quantity at the same work order rates within the stipulated time for providing services to NeGD.

6.8 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) based on performance and 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 MeitY 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/ AV producers 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 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 (personnel) 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 as an authorized representative of company, declare that presently our Company/ firm is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.
- vii. 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 (Documents to be submitted Ref clause 3.2)

Sl.No.	Item	Attach Proof (Y/N)
1	Name of the Organization	
2	Certificate of registration: Partnership firm/Public Limited Company/Pvt. Limited Company/Limited Liability Partnership/Proprietorship/Others (Please specify and attach Proof)	
3	Date & year of Establishment	
4.(a)	Turnover of the Company (Audited) – For Creative/Advertising agencies F.Y. 2016-2017 F.Y. 2015-2016 F.Y. 2014-2015	
4.(b)	Net worth- Rs.10 Lakh (For AV Producers)	
5	PAN Number	
6	GST Number	
7	Office Address (Delhi/NCR)	
8	Experience (Past Work) as per Annexure II	
9	Number of Permanent Employees -25 On-roll employees for Creative/Advertising agencies (Provide list of Permanent Employees with name, PF/ESI/TPA No.	
10	CVs of Key Personnel for AV agencies	
11	Any other information about the organization such as Empanelment of Ministry/Department/ Recognition Certificates etc	
12	Submit the declaration duly signed by authorised signatory as per Annexure-I	

ANNEXURE II contd: (For Advertising/Creative Agencies)

1. Five best projects with supporting proof with 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				

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

2. Three big events of 1200+ participants

Sl No	Event Name	Name of client	Year	Value of work
1				
2				
3				

Signature.....

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

Duly authorized to sign Proposal for

And on behalf of.....

Date.....

Place.....

(For Audio Visual Agencies)

1. Six AVs samples made in the past 3 years

S No.	Name of the Programme	Channels (broadcast)	Time of telecast	TRPs (if known)	Work order/Completion certificate (Showreels in CD/DVD)
1					
2					
3					
4					
5					
6					

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 TECHNICAL BIDS
(ADVERTISING & CREATIVE AGENCIES)**

Description	Detail	Y/N
Bid Documents	Profile and track record of the agency. (PPT format)	
	360 degree (ATL, BTL,PR, Digital) campaign involving Electronic, Print, Outdoor, Digital media with budget of Rs.3 Crore and above. Submit work orders	
	Communication Strategy for Digital India	
	Creative illustrations	
	CVs of professionals	
	Event Management Experience	
	Awards won by the agency	

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 III: CHECKLIST FOR SUBMISSION OF TECHNICAL BIDS
(AUDIO VISUAL AGENCIES/ PRODUCERS)

Description	Detail	Y/N
Bid Documents	AV samples (TV serials/ Web-Series/Documentaries/ Sponsored video programmes)- Documentary proof and original show-reels	
	Audio Visual concept & Approach Paper- for Digital India based on the understanding of objectives, achievement so far	
	Five best TV Commercials made for Corporate/Government/NGO.	
	Awards won by the creative team/Producers of national/international repute. Submit documentary evidence	
	Capability of Multi-lingual Films/AVs produced (including dubbing/ re-production- CD/DVD of AVs	

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/Pendrive. 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.....