

National e-Governance Division

Request for Empanelment (RFE) of Printing and Merchandise Agencies for Digital India Program



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

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1 SECTION: I REQUEST FOR EMPANELMENT (RFE) OF MERCHANDISE AND PRINTING AGENCY FOR DIGITAL INDIA PROGRAM

1. The Department of Electronics and Information Technology, Government of India has formed the National e-Governance Division (NeGD) as an autonomous business division within Media Lab Asia, under the Ministry of Communications and Information Technology, Government of India, for supporting and assisting Department of Electronics and Information Technology in the Program Management of NeGP (e- Kranti) and supporting Digital India Program, A&C & Capacity Building project.
2. NeGD invites RFE from reputed Merchandise / Printing Agencies (hereafter referred to as Agencies) for empanelment as Merchandise and Printing agency (hereinafter referred to as "Agency") for Digital India Program under the following two Categories :-

S.No	Category	Nature of work
1	Merchandise Items & Distribution	Production of collaterals for Digital India (T-shirts, cap, trophy, souvenir, wooden & acrylic items, pen drive, bags (cloth, leather, plastic) etc. Distribution of merchandise items at different locations by courier/speed post etc.
2	Printing & Distribution	Printing of writing pad, folders, brochures, pamphlets, books, backdrop, hoarding, standee, reports, name tag, parking label, badge etc) Distribution of printing material at different locations by courier/speed post etc

The document is available at <http://negp.gov.in/>.

3. Applicants can apply for One or both categories i.e. Merchandise & Printing. The Applicants are required to submit separate applications (RFE response) for each category. However, only one application should be sent for each category by the agency.
4. Details on the services to be provided are mentioned in the Scope of work in this document.

5. Applicants eligible as per qualifying conditions will be short listed based on the information provided by them. The short listed agencies will be intimated individually and will be uploaded on the **website www.negp.gov.in**
6. Proposal must be submitted at the NeGD, New Delhi office in one sealed envelope marked as “Application for the Empanelment of Agencies,” specifying the category for which the application is submitted (viz; Merchandise Agency” or “Printing Agency”), for ‘Digital India Program’ containing the ‘Eligibility documents’ and ‘Technical bid’ in two separate envelopes as explained in 4&5 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.
7. The agency will be selected as per the evaluation mechanism of this RFE.
8. The sealed envelope should reach by **April 27, 2015** before **1500 hours** addressed to:

**Sr. General Manager
National e-Governance Division
4th Floor, Electronics Niketan, 6 CGO Complex,
New Delhi 110003
e-Mail ID: sunil.sharma78@gov.in**
9. Firms may contact Sr. General Manager, NeGD at 4th Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, for any clarification on the RFE before **April 15, 2015** by post or email sunil.sharma78@gov.in, shailsaxena@negp.gov.in
10. 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.
11. 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 “3.4” of this RFE.

12. Important dates:

S No.	Activity	Date
1	Submission of written queries (email or post only)	April 15, (Wednesday) 2015
2	Release of responses to clarifications	April 20 (Monday), 2015
3	Last date for submission of RFE	April 27 (Monday), 2015 by 1500 hours
4	Date for Shortlisted agencies based on eligibility criteria	April 30 (Thursday), 2015 at 1500 hours
5	Technical presentation (original samples to be produces at the time of production)	May 4-5 (Monday-Tuesday), 2015

2 SECTION II: BACKGROUND

1. 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)
2. 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.
3. It is an Umbrella Program that covers multiple Government Ministries and Departments. It weaves together a large number of ideas and thoughts into a single, comprehensive vision so that each of them is seen as part of a larger goal. Each individual element stands on its own, but is also part of the larger picture. Digital India is to be coordinated by DeitY and implemented by the entire Government. One of the key characteristics of Digital India is to have a common branding in order to ensure highest transformative impact. It is the responsibility of the Department of Electronics & IT (DeitY) to ensure this common branding for the Digital India Program.
4. 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.
5. NeGD intends to empanel a limited number of reputed merchandise and printing agencies for production of merchandise items and printing material for distribution for conducting Digital India Program and other activities at the national level under the guidelines specified herein. Services of empanelment agencies can be used for other projects and assignment by NeGD.

3 SECTION III: COMMON BRANDING

3.1 Purpose

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 The formal launch of the Digital India programme is proposed to be carried out at multiple levels to connect to citizens at the bottom of the pyramid. The event will be weeklong celebration and to include various stakeholders from Government Ministries/Departments, Industry, School & Academic Institutions, Gram Panchayat, Civic Bodies/ ULBs, Civil societies etc which will finally be culminated to the national level.
- 3.1.5 To carry out the tasks of various activities and future Programs under Digital India Program, services of printing & merchandise agencies are sought from experienced firms as per the detailed scope of work defined in the Para "3.4" below.

3.2 Target Audience /Stakeholders

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

3.3 Objectives

In order to establish brand building of Digital India, NeGD intend to empanel agencies with high quality machinery and latest technological capabilities for execution of quality printing and production of merchandise items for distribution in conferences, seminars and meetings of different stakeholders, organized and supported by NeGD and DeitY.

3.4 Scope of Work:

3.4.1 Category- I: Merchandise Job & Distribution of Material

- 3.4.1.1 Create merchandise items for Digital India (i.e. T-Shirts, Cap, Trophy, Souvenir, Pen drive, Bags (cloth, leather, plastic) etc.
- 3.4.1.2 The agency should be able to duplicate or modify the merchandise items as per the requirement of NeGD
- 3.4.1.3 The agency source can suggest and design merchandise items. The agency should be able to use all materials available in the market and also suggest NeGD on periodical basis on latest items.. The agency should have all type of printing facility (screen, digital, Offset etc.)
- 3.4.1.4 The agencies should have the adequate capacity to distribute merchandise and printing material to various stakeholders situated in different States/ Uts.
- 3.4.1.5 Any other related work assigned by NeGD not listed above, but may arise in due course of time to be executed by agency in most professional manner. The agencies should have supplied merchandise items preferably to agency(s)/ department(s) in last 3 years (provide photograph in CD).

3.4.2 Category – II: Printing Job & Distribution of Material

Reputed agency experienced in conceptualizing, designing, printing of documents etc. who have sound back-up for excellent designing, scanning, planning etc. for publication of various descriptions /literature for black & white and multi colour jobs needs to apply. The printing and designing jobs broadly includes designing and printing of brochures, reports, posters, pamphlets, envelopes, invitation cards, files, folders, bags, publicity material etc. on the basis of modern facilities standards available the industry.

- 3.4.2.1 The agency should be able to provide a variety of printing job requests, including backdrop, standees, and other publicity materials for events, conferences, exhibition large and complex colour jobs, and large volume jobs, for example:
 - Oversize (larger than 11x17) colour and black and white projects.
 - Projects that need special bindery procedure including cutting, folding, collating, wafer-sealing, etc
 - Projects requiring special inks, paper, laminating, numbering, plastic printing labels, imprinting etc.
- 3.4.2.2 Printing of brochures, booklets, leaflets, pamphlets, posters, reports, etc to be undertaken ensuring quality of international standards. The quality of colour separation would be the responsibility of the production agency and approval of NeGD with regard to machine proofs would be required to actual printing.

- 3.4.2.3 The agencies should have supplied printing material preferably to agency(s) /department(s) in last 3 years (provide material in CD).
- 3.4.2.4 The agency has to make their own arrangement to deliver printed material to various stakeholders situated in different States/Ut. The individual lot have to be packed in strong international standard corrugated boxes lined on the inside with waterproof polythene sheets and on the outside with Hessian cloth. The boxes should be properly sealed with the name and quantity of each material clearly in English on the outside of the box.
- 3.4.2.5 The agencies should have the adequate capacity to distribute merchandise and printing material to various stakeholders situated in different States/ UTs.

3.5 Deliverables and Timelines

- 3.5.1 Quality of merchandise items and printing work should be of very high standard and copies found defective will be summarily rejected. Successful Bidder must get samples approved from the NeGD before final printing and effecting delivery. Division or its representative shall have the right to inspect composing, scanning, designing, artwork, editing, layout, processing, printing, lamination binding etc at any stage and have full right to reject the entire quantity, if not found as per required specification
- 3.5.2 Delivery should be strictly time-bound. Bidder is liable to make all amendments/improvements suggested by Division. Once the sample is finalized, the bidder should deliver the material within 20 days from the approval date of sample or any date modified by NeGD. In case the Bidder fails to deliver the required items after 20 days from the stipulated time mentioned in the work order, liquidated damages as per the terms & conditions will be charged. All defective items shall have to be replaced within 15 working days and default on the same count shall be liable for levy of penalties.
- 3.5.3 NeGD may ask the empanelled agency at any point of time to produce/print material at very short notice depending on usage of work. The client servicing team of the agency must be available to NeGD office, New Delhi as and when required by NeGD

4 SECTION IV: ELIGIBILITY CRITERIA

4.1 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 Respondent has to satisfy the following qualification criteria for empanelment.

4.2 Qualification Criteria*

4.2.1 Category-I: Merchandise Agency

SI	Criteria	Minimum requirement
1	Certificate of Registration	The firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & Service Tax registration.
2	Financial Turnover - Annual turnover	The annual turnover of the printer should be at least Rs. Fifteen Lakhs during each of the preceding three financial years.
3	Main office location Registered/Head office/Branch office	Fully operational branch/head office in Delhi/NCR
4	Past Work	i. The Printer should have executed, in the last 36 months, at least four work orders of similar nature with each of them amounting to Rs. three lakh or above. Include the client's name; the name of a contact person who can provide a reference; a description of the nature of the work.
5	Company profile & Strength	i. Company background, history and why the proposer is qualified to provide the services described in this RFE ii. A description of the firm's structure, including resumes of the principals, project manager and professional staff (qualifications, expertise, level of involvement, etc.) who would work directly with the NeGD

SI	Criteria	Minimum requirement
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.

4.2.2 Category-II: Printing Agency

SI	Criteria	Minimum requirement
1	Certificate of Registration	The firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & Service Tax registration.
2	Financial Turnover - Annual turnover	The annual turnover of the printer should be at least Rs. Fifteen Lakhs during each of the preceding three financial years.
3	Main office location Registered/Head office/ Branch office	Fully operational branch/head office in Delhi/NCR
4	Past Work	The Printer should have executed, in the last 36 months, at least four work orders of similar nature with each of them amounting to Rs. three lakh or above. Include the client's name; the name of a contact person who can provide a reference; a description of the nature of the work'.
5	Company profile & Strength	i. Company background, history and why the proposer is qualified to provide the services described in this RFE ii. A description of the firm's structure, including resumes of the principals, project manager and professional staff (qualifications, expertise, level of involvement, etc.) who would work directly with the NeGD
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.

***Please refer Annexure II for details**

4.3 Earnest Money Deposit

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

Agency Category	Amount
Merchandise	Rs.20,000/-
Printing	Rs.20,000/-

EMD will be kept in envelope with the cover letter. Application without EMD will be rejected. EMD shall be returned after selection process is over except for the selected agencies.

4.4 Instructions to Applicants

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

- 1 Covering letter on agency's letter head
- 2 Documents and other details for purpose of technical evaluation
- 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 4.3
- 7 Any other supporting information that is relevant to proposal

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

4.5 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; 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;
- (iii) Submitted an application that is not accompanied by required documentation or is non-responsive;
- (iv) Failed to provide clarifications related thereto, when sought;
- (v) Submitted more than one application on its own;
- (vi) Was declared ineligible/blacklisted by the Government of India/State/UT Government;

(vii) Is in litigation with Government of India;

4.6 Important Dates:

S No.	Activity	Date
1	Last date for submission of written queries (email or post only)	April 15, 2015
2	Release of responses to clarifications	April 20, 2015
3	Last date for submission of RFE	April 27, 2015 by 1500 hours
4	Date for Shortlisted agencies based on eligibility criteria	April 30, 2015 at 1500 hours
5	Technical presentation and selection	May 4-5 , 2015

5 SECTION V- EVALUATION AND EMPANELMENT PROCEDURE:

In order to empanel merchandise and printing 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-

5.1 Evaluation process:

Scrutiny of eligibility criteria mentioned in 4.2 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. The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.

5.2 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.

5.2.1 All samples shown during the technical presentation will be retained by NeGD during the empanelment process. The rejected samples will be return to the bidders after final selection of agencies.

5.2.2 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. The marking / scoring criteria to be used for technical evaluation would be as per the table below:

5.3 Category-I Merchandise Agency

SI	Type	Marks
1	Organization profile, including short history, core competency, and resources available at head office & field level.	20
2	Past experience in production/supplying and customization of merchandise items (Below 5 yrs-10 marks) (Ref 4.2.1 (sl no.4)	20
3	List of key proposed persons to be associated with the Assignment – CV of 2 key personnel including their qualification and experience to be submitted	20
4	Five innovative collaterals for Digital India (provide photograph in CD)	20
5	10 Specimen of similar work executed in the past 3 years with work order of any value.(provide photograph in CD)	20
	Total	100

5.4 Category-II Printing Agency

Sl	Type	Marks
1	Organization profile, including short history, core competency, and resources available at head office & field level	20
2	Past experience in printing/supplying and customization of printing material (Below 5 yrs-10 marks) (Ref 4.2.2 (sl no.4)	20
3	List of key proposed persons to be associated with the Assignment – CV of 2 key personnel including their qualification and experience to be submitted	20
4	10 Specimen of similar work executed in the past 3 years with work order of any value. (provide photograph in CD))	20
5	Five innovative Printing material for Digital India (provide photograph in CD)	20
	Total	100

5.5 Empanelment

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

5.6 Allocation of Work

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

5.6.2 A list of selected merchandise and printing jobs will be shared with agencies to quote their rates. NeGD may ask the vendor to create/modify available sample for NeGD on mutual consultation and agreement. Content to be printed on the materials will be provided by the department in the form of word document /PDF /CDR/JPEG files. The allocation of work will be based on financial quote lowest rate (L1) as quoted by the agency. The allocation of work to other agencies can be given if they ready to match the lowest quote as given by the selected agency.

5.6.3 The selected agency will have to submit a signed copy of RFE as an acceptance to the terms & conditions of the contract and adherence to all the clauses mentioned in the RFE document.

- 5.6.4 The qualified bidder shall carry out work and its obligations under the contract with due diligence, efficiency and economy, ensure in accordance with generally accepted norms, techniques and practices used in the industry. Non acceptance of the work order shall result in forfeiture of EMD and may also make the bidder liable for being blacklisted by the Division.
- 5.6.5. 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.
- 5.6.6 Any other clause not mentioned in the RFP, for procurement of good/services will be as per procurement policy of NeGD.
- 5.6.7 NeGD shall issue a Work Order in parts depending on the quantum of work. A single order will have the minimum quantity of item to minimize the cost or as per the quantity mentioned in the financial bid. No variation or modification of the term of the Work Order shall be made after acceptance of Work Order by the agency.
- 5.6.8 NeGD reserves the right to award the work to any of the empanelled agencies, based on the merit of their credentials and financial quote for a particular selected item. The Evaluation Committee will be the final authority for selection of work
- 5.6.9 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.
- 5.6.10 Allocation of work shall be at the sole discretion of NeGD and the decision shall be final and binding. All expected deliverables shall be submitted to NeGD within as per timeline after issuance of Work Order

6 SECTION VI: GENERAL CONDITIONS

6.1 Penalties

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.

6.1.1 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.

6.2 Performance Bank Guarantee (PBG):

A Performance Bank Guarantee (PBG) amounting to 20% of the total value of the Work Order value above 10 lakh assigned shall be retained by the NeGD till such time as assigned work order has been completed to its satisfaction.

6.3 Payment Schedule:

After scrutinizing the work done as mentioned in the work order, the payment will be made within one month after the receipt of the invoice/bill.

6.3.1 No advance payment will be made against work order value of up to Rs. 10 lakh

6.3.2 Work order value of above Rs. 10 lakh, as advance payment may be made up to 20% of the work order value subject to submission of PBG (20% of work order value) by the agency.

6.4 Delivery and Documents

As per the time schedule agreed between the Parties for specific projects given to the empanelled Agency from time to time, the Agency shall submit all the deliverables on due date as per the delivery schedule. The Agency shall not without

the NeGD's prior written consent disclose the Contract, drawings, specifications, plan, pattern, samples to any person other than an entity employed by NeGD for the performance of the Contract. In case of termination of the Contract all the document used by the Agency in the execution of project shall become property of NeGD.

6.5 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 Contract Agreement 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 contract rates within the time stipulated for providing services to NeGD.

6.6 Right to Terminate the Process

National e-Governance Division (NeGD) may terminate the RFP process at any time and without assigning any reason. National e-Governance Division (NeGD) makes no commitments, express or implied, that this process will result in a business transaction with anyone.

6.6.1 This RFP does not constitute an offer by National e-Governance Division (NeGD). The applicant's participation in this process may result in short listing the agency.

7 SECTION VII: 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.

7.1 Nativity

The organization must be incorporated in India as per details given under 4.2.

7.2 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.

7.3 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.

7.4 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.

7.5 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:

7.5.1 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.

7.6 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.

7.7 Governing Language

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

7.8 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.

7.9 Jurisdiction of Courts

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

7.10 Frequency of Empanelment

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

7.11 Indemnity

The applicants will indemnify NeGD against any misuse of NeGD Name, Brand Name - DIGITAL INDIA and Logo. For any misuse of NeGD name and logo, the applicant themselves will be held responsible. NeGD will take necessary legal and

other actions for such cases. NeGD will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

7.12 Termination / Withdrawal

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.

- a.** 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;

- b.** 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.

7.13 Only one application per category

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.

7.14 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. (www.negp.gov.in)

7.15 Disclaimer

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

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

7.16 Binding Clause

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

7.17 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.

7.18 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.

8 SECTION VIII

8.1 SPECIFIC TERMS AND CONDITIONS

- 8.1.1 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.
- 8.1.2 The printing 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.
- 8.1.3 The agency should be able to execute order at short notices and even on holidays.
- 8.1.4 NeGD also reserves the right to employ any agency outside of the list of empanelled agencies.

ANNEXURE I: Declaration (On the Respondent's Letter Head)

DECLARATION

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

SIGNATURE

Full name and designation:

Date:

(Seal of organisation)

ANNEXURE II: Qualification Criteria

Sl No	Description	Detail
	Certificate of Registration	The firm should possess and furnish certificate of registration/incorporation. It should also provide the PAN & Service Tax registration. Submit documents in support.
	Accountant/Statutory Auditors	Submit the audited balance sheet of last three financial year
	Head office/Branch office in Delhi/NCR With complete address and telephone number	Submit support document (Address proof/Electricity bill etc)
	Has the agency been blacklisted/debarred/ suspended/ banned from business dealings by Any Ministry/ Department of State/central Government/PSU As on date of filling the responses of this RFE	Submit the declaration duly signed by authorised signatory

5. Similar work executed in the past 3 years (Work Order/Completion certificate)

Sl No.	Name of the Client *	Ref with contact	Year	Items	Value of work
1					
2					
3					
4					

Name:

Signature.....

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

Duly authorized to sign Proposal for

And on behalf of.....

Date....., Place.....

Tel:....., Email:.....

ANNEXURE III: Checklist for submission of Response to RFE

Description	Detail	Y/N
Eligibility Documents	Certificate of Registration/Incorporation. PAN & Service Tax Registration	
	Certified Annual Turnover FY 2013-14 as per category	
	Proof of Presence in Delhi/NCR (Address proof)	
	A declaration stating that agency has not been blacklisted/debarred/suspended by any State/Central Government/PSU	
	Duly signed Annexure I	
Bid documents	Hard copies of documents as explained in as per category Para 5.3 (Photograph in CD)	

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.

Name:

Signature.....

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

Duly authorized to sign Proposal for

And on behalf of.....

Date....., Place.....

Tel:, Email:

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. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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:
10. "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.

11. "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.

12. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.

13. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

14. "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.

15. 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.

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

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

18. 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.

19. 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.

20. 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.

21. 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;

22. 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.

23. 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.

24. All decisions taken by the NeGD regarding empanelment shall be final and binding on all concerned parties.

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

26. 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.

27. 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.

28. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.

29. 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.

30. 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.

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

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

33. Agency will be responsible for transportation of material across India, if required by NeGD.

34. NeGD also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.
