NATIONAL FILM DEVELOPMENT CORPORATION A GOVERNMENT OF INDIA ENTERPRISE

Request for Proposal (RFP) for Empanelment of Social Media Agencies with National Film Development Corporation (NFDC)

RFP NO: NFDC/2018-19/001 DATED: 11.06.2018

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DISCLAIMER

This request for RFP is an invitation by the National Film Development Corporation (NFDC), a Public Sector Enterprise under the Government of India, but not an offer, to receive responses from eligible interested Social Media Agencies for empanelment with NFDC.

This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.

No contractual obligation whatsoever shall arise from the RFP process unless and until a formal empanelment letter is signed and executed between NFDC and the bidder concerned.

This RFP is being issued with no financial commitment and NFDC reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage, without assigning any other reason.

Schedule for Submission of RFP for Social Media Agency

Event	Date
Availability of RFP Document	11.06.2018
Last date for sending pre-bid queries	18.06.2018 before 5:00PM
Pre-Bid Meeting	22.06.2018 at 2:30PM
Last date and time for submission of completed RFP document	02.07.2018 before
	12:00PM
Date of opening of Bids at NFDC Office, New Delhi (Representatives of bidder may be present during opening of bid. However, bids would be opened even in the absence of	02.07.2018 at 3:00PM
any or all of the bidders' representatives) Presentations	05.07.2018 onwards

The RFP document can be downloaded from the website: HYPERLINK

http://www.nfdcindia.com. Alternatively, the document can also be obtained in person from NFDC, 4th Floor Soochna Bhavan, New Delhi- 110 003.

The completed application (response document), containing two hard copies (printed, signed and bound copies) and one soft copy (on a non- rewriteable CD/DVD/USB Flash Drive) — An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher) of the RFP, should be submitted in sealed envelopes to be marked as "Technical Bid for Empanelment of Social Media Agencies with NFDC", before the last date and time at the following address:

General Manager
National Film Development Corporation
4th Floor, Soochna Bhavan, CGO Complex
Phase – I, Lodhi Road
New Delhi – 110 003

Late Applications: Any application received after the last date and time for submission for the same, i.e 02.07.2018 before 12:00 PM shall not be accepted. Applications received after the last date and time shall be summarily rejected and returned unopened.

Definition

"Applicant" means who has applied for the RFP for empanelment with NFDC.

"RFP" means Request for Proposal.

"SMA" means the Social Media Agency.

"Agency", "Firm", "Company", "Bidder" "Applicant" means a reputed Indian Social Media Agency having requisite experience in providing trained / skilled manpower for Social Media Management and who submit their proposals for providing Services to NFDC in accordance with this RFP.

"NFDC" means National Film Development Corporation

SECTION 1

1.1 Introduction

One of the key business areas of NFDC is that of producing advertising communication for the Government. NFDC is now positioned as a 360-degree integrated media service provider across platforms. Over the past years, NFDC has collaborated with various governmental establishments/departments, etc., and has produced and delivered various types of audiovisuals and cross-platform campaigns, as per the needs and requirements of clients. With time, the ambit of creative services provided by NFDC has widened. The media services provided by NFDC also include Social Media Management.

In order to provide social media management services, NFDC desires to partner with professional social media management agencies to deliver optimum results. One of the key elements of the RFP is to identify suitable creative agencies with the required competence and domain knowledge to meet our requirements.

For the above purpose, NFDC invites proposals from reputed and qualified Social Media Agencies for empanelment with NFDC for rendering services as mentioned herein. Agencies shall bear all costs associated with the preparation and submission of their proposals. NFDC is not bound to accept any or all proposals, and reserves the right to annul the selection process without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligation on part of the Corporation. NFDC also reserves the right to re-issue the RFP, if NFDC decides so.

NFDC may in its absolute discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. NFDC also reserves the right to reject all or any agencies without assigning any reasons, whatsoever.

1.2 Scope of Empanelment

NFDC proposes to empanel Social Media Agencies for a period of one year. Request for Proposal (RFP) are invited from experienced and reputed Social Media Agencies for empanelment with NFDC to provide Social Media services as mentioned below:

- 1. Social Media Management including Planning, designing and execution of social media strategies and campaigns.
- 2. Social Listening/Sentiment Analysis/Query Management NFDC may empanel the Social Media Agencies subject to fulfillment of the eligibility criteria by the Social Media Agency, from amongst those who have responded to the RFP as per the procedure detailed in this document.

The award of the work will be at the sole discretion of the NFDC. Mere empanelment by itself does not confer any right to the empanelled agencies or any assurance of

job/work/business.

1.3 Pre Bid Meeting

A Pre-Bid Meeting to resolve any queries of the bidders, will be held as per date and time mentioned in schedule of submission of this RFP.

Agencies may request clarifications on any clause of the RFP documents by raising queries to NFDC. Any request for clarification must be sent in writing via regular mail to the address as mentioned in page 4 or by email to creativewing@nfdcindia.com.

All such regular mail or e-mail should be received on or before the time stipulated for the said purpose in Schedule of submission of this RFP - Time Schedule for RFP process on page 5.

NFDC shall clarify all such queries in the pre bid meeting or at sole discretion may reply by email or post or courier to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission.

In addition to the above, non-reply to any query may not be deemed as an acceptance of the issue by NFDC. Should NFDC deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure.

NFDC may at its sole discretion, but without being under any obligations to do so, amend, update, clarify, modify or supplement the RFP by issuing an addendum/corrigendum/clarification in writing. Such amendment will be uploaded on NFDC's website in the form of addendum or corrigendum or clarifications and such addendum/corrigendum/clarification shall be binding on all the concerned.

To enable the bidders to take into account the impact of the amendments in their proposals, NFDC may, at its sole discretion, extend the deadline for submission of proposals.

1.4 Conflict Of Interest

NFDC requires that Agencies provide professional, objective and impartial services and at all times hold NFDC and/or its client's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from NFDC.

Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NFDC, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if NFDC

comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment.

Employees of NFDC shall not work as, for or be a part of the firm/company or Agencies. Similarly employees of the agency shall not have any right of employment in NFDC.

SECTION 2

2.1 Eligibility Criteria:

Reputed agencies meeting the following minimum qualifying criteria as on the date of RFP are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

- a. Consortium is not allowed.
- b. The Agency's average turnover for last 3 consecutive financial years i.e. F.Y. 2015- 16, 2016-17 and 2017-18 shall be a minimum of Rs.1 Crores from the business of Social Media Management. (Duly certified CA certificate to be submitted)
- c. The Agency should have full-fledged Office in Delhi.
- d. Should have handled a minimum of 3 projects for Social Media in the last 3 years. (Work orders to be submitted as per annexure IV).
- e. The Agency shall not have been blacklisted/ debarred by any Central/State Government/Public Sector Undertakings/Banks on the last date of filing of responses to this RFP. (Undertaking to be submitted as per Annexure VI)

2.2 Preparation of Proposal

In preparing the Proposal, the Agency is expected to examine in detail the documents comprising a complete set of RFP application. Material deficiencies in providing the information requested may result in rejection of a Proposal. Conditional or incomplete application for empanelment is liable to be rejected.

Copies of Documents required to be submitted along with the proposal:

- i. Covering letter on agency's letter head
- ii. Certificate of Registration, PAN Card, GST Registration Certificate;
- iii. Memorandum/Articles of Association/Constitutional documents/ Partnership Deed (as applicable).
- iv. The audited Balance Sheet, Profit & Loss A/c and Auditors Report for last three financial years i.e. 2015-16, 2016-17 and 2017-18 to be enclosed;
- v. Office Address Proof of Delhi Offices and other offices, if any, viz. Electricity Bill, MTNL/BSNL Landline No., Shop & Establishment License, registered rent agreement/leased deed etc.

Application form charges of Rs.10,000/- (Rupees Ten Thousand only) in the form of DD in favour of "National Film Development Corporation" payable in New Delhi (non- refundable) and to be paid while submitting the application form.

Note: All documents including annexures must be properly marked and sealed. In case of any discrepancy, the signed hard copy version will prevail.

2.3 Earnest Money Deposit (EMD)

The applicant is required to submit EMD in the form of Demand Draft (DD) in favour of "National Film Development Corporation" in the amount of Rs. 1,00,000/-. EMD will be enclosed in envelope along with the cover letter. Application without EMD will be rejected. EMD of all unsuccessful bidders will be returned after final selection of agencies empaneled and the EMD of empaneled agencies will retained as Security Deposit.

2.4 Disqualification

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

- a. Submitted the application after the response deadline.
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. 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.
- d. Submitted an application that is not accompanied by required documentation or is non-responsive.
- e. Failed to provide clarifications related thereto, when sought.
- f. Submitted more than one application.
- g. Was declared ineligible/blacklisted by the Government of India/State/UT Government.

2.5 Submission, Receipt and Opening of Proposal:

The original proposal, shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agencies themselves. The person who signed the proposal must authenticate such corrections.

An authorized representative of the Agency shall authenticate/sign all pages of the original Proposal. The authorization of such a representative shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and submit the proposal and shall be enclosed to the Proposal. The signed proposal shall be marked "ORIGINAL".

The agencies should adhere to all instructions and submit relevant documents, which have been specified in the RFP. Submission of applications without complying with the instructions will be rejected.

The signed original Proposal shall be placed in a sealed envelope clearly marked/superscripted Technical Bid for empanelment of Social Media Agencies with NFDC. Please submit the signed original hard copies of the proposal, which will be used as basis for the legally binding offer.

NFDC shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked/ superscripted as stipulated. This circumstance may be a cause for rejection of Proposal and no communication will be entertained in this regard.

2.6 Procedure For Selection:

All Proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned on Page 8 in Section 2.1 under the heading Eligibility Criteria of this RFP.

If deemed necessary the NFDC may seek clarifications on any aspect from the bidder(s). However that would not entitle the bidder(s) to change or cause any change in the substances of the bid already submitted.

The agencies obtaining atleast 30 marks out of 60 marks in the technical evaluation as defined in 3.1.2 will be held successful and eligible for presentation on communication strategy.

All successful and eligible shortlisted agencies will be called for Presentation before the Evaluation Committee from 5th July, 2018 onwards. Specific time and day will be intimated to successful and eligible shortlisted agencies only via email to the registered email id mentioned at the time of submission of Bid.

Shortlisted agencies, which are absent for presentations will be disqualified and no requests for a fresh presentation shall be entertained.

Empanelment will be for a period of 1 year subject to review after one year or such other extended term as decided by the NFDC, based on the performance.

Any proposal received after the last date and time for submission of bids shall be returned unopened. However, NFDC reserves the right to extend the last date of submission of bids, in which case, all rights and obligations of NFDC and the agencies will thereafter be subject to the deadline as extended.

From the time the Proposals are opened to the time the Empanelment is awarded, the Agencies should not contact NFDC or any of its officers/employees or representatives on any matter related to its Proposal with a view to influence NFDC in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract. Such an effort shall result in the rejection of the Agency(ies) Proposal(s).

NFDC RESERVES THE RIGHT -

- i. to accept or reject any or all the proposals;
- ii. cancel the RFP process at any time without assigning any reasons therefore;
- iii. re-issue the RFP, if cancelled;

The NFDC shall have right to revoke empanelment of an Agency by way of issuing one-month notice during the validity period of the empanelment without assigning any reason.

The Agencies or its personnel shall not disclose any confidential/vital information which are disclosed/provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of the NFDC and such information will be kept confidential even after the termination/expiry of the empanelment. The empanelled agencies may have to sign the non-disclosure agreement with the NFDC.

The inclusion of Agencies in the NFDC's panel does not guarantee any minimum business. It is further clarified that the empanelment of any Agency does not tantamount to an assurance by the NFDC for the purpose of awarding any assignment.

Further, empanelment of any Agency shall not prejudice the NFDC's right to avail the services from any other Agenc(ies)/service providers

The Agencies shall abide by all relevant rules and regulations of the government as issued from time to time.

NFDC reserves the right to withdraw the RFP or delete/amend/change/modify any clause(s) mentioned herein at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal/amendment/modification.

The withdrawal of RFP would be by way of notice on the NFDC's website.

SECTION 3

3.1 Evaluation and Empanelment Procedure

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

3.1.1 Evaluation process:

Scrutiny of parameters mentioned in 3.1.2 for responsiveness to the RFP 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 RFP is generally in order. The Evaluation Committee can seek additional information/document from the applicants, if needed. The response to the RFP 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.

3.1.2 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 criteria has been allocated a particular mark, based on which the final technical score will be calculated.

S.N.	Parameters	Total Marks Assigned	Marking Scheme
1	Relevant experience in online Social Media Management for Government/ PSUs/ Private	15	5 Marks - 3 projects
	Sector/ Brands with a minimum Work Order/ Project value of INR 20,00,000/- in the last 3 years		10 marks - 4 to 5 projects
	Documents required: Work orders to be submitted for proof		15 marks - More than 5 projects

2	Average Annual Turnover for the last 3 financial years Documents required: Duly certified CA certificate	15	5 Marks – INR 1 to 2 Crores 10 Marks – INR More than 2 Crores to 4 Crores 15 Marks – More than INR 4 Crores
3	Total Skilled Staff Strength as on date of submission of proposal Document required: Undertaking on company letterhead with list of employees.	10	5 marks – 5 to 10 personnel 10 Marks – More than 10 personnel
4	Major Campaign of Rs.50 Lakhs & above during last 3 years for Single Product/Services Documents required: Work order to be submitted for proof	10	
5	If already empanelled with any Government Department/ PSUs/ or any other Government organization Document required —	10	
	Empanelment letter/certificate Total	60	

The agencies obtaining 30 marks out of 60 marks in the technical evaluation as defined above will be eligible for presentation on communication strategy.

3.1.3 Presentation:

The agencies obtaining 60 marks in overall technical evaluation out of 100 will be empaneled.

1	Communication Strategy as per Scope of Work in	40
	Annexure VII: Approach & Methodology including but	40
	not limited to the following:	
	Proposed brand vision and social media	
	management strategy presented for NFDC	
	Content Development strategy for NFDC	

SECTION 4

4.1 General Terms and Condition

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

1. Nativity

The organization must be incorporated in India.

2. Relationship

- a. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "NFDC" and the "applicant". No partnership shall be constituted between NFDC 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.

3. Right to rejection and Right to annulment

NFDC 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.

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

4. Fraud and Corruption

NFDC 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:

NFDC will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by NFDC 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 NFDC 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 NFDC, 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 NFDC 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 NFDC, designed to establish prices at artificial, non-competitive levels;

NFDC 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.

5. 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. 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. Jurisdiction of Courts

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

8. Frequency of Empanelment

NFDC shall empanel agencies for 1 year. The empanelment duration may be extended by two

years (one year at a time), at the sole discretion of NFDC on same terms & conditions.

9. Advertising and Promotion

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

10. Indemnity

The applicants will indemnify NFDC against any misuse of Social Media Name, Brand Name – Social Media and Logo. For any misuse of Social Media name and logo, the applicant themselves will be held responsible. NFDC will take necessary legal and other actions in such cases. NFDC 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.

11. 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. NFDC 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 NFDC 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/ plagiarized from another source.

12. Only one application

An Agency may only submit one proposal against this RFP. If an Agency submits more than one proposal against this RFP, both proposals shall be disqualified.

13. Amendment

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

14. Disclaimer

- **a.** This RFP is not an offer by NFDC, but an invitation to receive responses from eligible interested applicants as creative advertising agencies for NFDC. NFDC will empanel limited applicants who fulfill the eligibility criteria. No contractual obligation whatsoever shall arise from this process.
- **b**. The evaluation shall be strictly based on the information and supporting documents

provided by the applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by NFDC is not provided by applicant, NFDC 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 RFP lies solely with applicant.

15. Binding Clause

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

16. Agency's Integrity

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

17. Agency's Obligations

- a. The Agency is obliged to work closely with the NFDC's staff, act within its own authority and abide by directives issued by the NFDC.
- b. The Agency will abide by the job safety measures prevalent in India and will free NFDC 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 NFDC responsible.
- c. The Agency is responsible for managing the activities of its personnel or sub- contracted personnel and will hold itself responsible for any misdemeanor.
- d. The Agency will treat as confidential all data and information about the NFDC, 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 NFDC.

SECTION 5

5.1 Specific Terms and Conditions

- 1. The empanelment shall be initially for 1 year. NFDC reserves the right to extend the same on yearly basis based on periodic reviews to assess the performance during the specified duration of empanelment on the same terms & conditions.
- 2. NFDC will issue Letter of Empanelment valid for 1 year to the empaneled agencies.
- 3. The empanelled agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NFDC's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- **4.** NFDC may de-empanel the empanelled agency, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NFDC or any personnel in contract executions.
 - b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NFDC, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive NFDC of the benefits of free and open competition.
 - c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
 - d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
 - e. "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the NFDC, designed to establish prices at artificial, non-competitive levels; NFDC 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.
- **5.** All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
- **6.** The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by NFDC from time to time.

- 7. The applicants will indemnify NFDC against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. NFDC will take necessary legal actions for such cases.
- **8.** 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.
- **9.** NFDC 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 NFDC 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.
- **10.** If the agency does not execute the contract to the satisfaction of the NFDC then the NFDC may invoke empanelment.
- **11.** All decisions taken by the NFDC regarding empanelment shall be final and binding on all concerned parties
- **12.** The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
- **13.** The Agency is obliged to work closely with the NFDC's staff, act within its own authority and abide by directives issued by the NFDC.

The Agency will abide by the job safety measures prevalent in India and will free the NFDC 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 NFDC responsible or obligated.

- **14.** The Agency is responsible for managing the activities of its personnel.
- **15.** The Agency will treat as confidential all data and information about the NFDC, 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 NFDC.
- **16.** NFDC will have right to drop any agency from the empanelled list without assigning any reason whatsoever. NFDC also reserves the right to modify the term and conditions of

empanelment.

- 17. The agency should be able to execute order at short notices and even on holidays.
- **18.** NFDC reserves the right to make necessary modification to the selected artwork, concept, etc.

ANNEXURE I

Document Checklist (ON THE RESPONDENT'S LETTER HEAD)

Applicant to provide the following documents:

- i. Covering letter on agency's letter head;
- ii. Certificate of Registration, PAN Card, GST Registration Certificate;
- iii. Memorandum/Articles of Association/ Constitutional Documents/ Partnership Deed (as applicable);
- iv. The audited Balance Sheet, Profit & Loss A/c and Auditors Report for last three financial years i.e. 2015-16, 2016-17 and 2017-18 to be enclosed;
- v. Letter of Authorization and Details of Authorized Representative;
- vi. Copy of relevant Work Orders;
- vii. Presentation;
- viii. All Annexures duly filled and signed.

Signature :	
Full name and designation:	
Agency Name :	
(Official Seal)	

ANNEXURE II

SELF DECLARATION

(ON THE RESPONDENT'S LETTER HEAD)

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 NFDC to inspect my records to ascertain the above facts.
iii.	I permit NFDC to cross check the above facts from any other source.
iv.	I, or my authorized representative, if required by NFDC, would make a presentation before the duly constituted Committee at my own cost.
V.	I will abide by the decision of NFDC regarding empanelment.
vi.	I have read & understood the RFP and agree to all the terms & conditions stated therein.
	Signature :
	Full name and designation:
	Agency Name :
	(Official Seal)

ANNEXURE III

Self-certification of Minimum Eligibility

I,(Name & Designation) solemnly affirm that meets the minimum eligibility criteria as defined on page 8 in section 2.1 of	
If any information submitted is found to be false or fabricated, I may be liable from empanelment.	ole to be debarred
Signature :	
Full name and designation:	
Agency Name :	
(Official Seal)	

ANNEXURE IV

Details of Work Orders

S No.	Name of the Client	Sector	Year	Value of work
1				
2				
3				
4				
5				
6				

Signature :	
Full name and designation:	
Agency Name :	
(Official Seal)	

Annexure V

Annual Turnover from related activities (Duly certified CA Certificate)

S No.	Year	INR
1	2015-16	
2	2016-17	
3	2017-18	

		1
***To be supported by Certificate Issued by a chartered accountant.		accountant.
Signature :		
Full name and designation	on:	
Agency Name :		
(Official Seal)		

Annexure VI

Undertaking regarding Blacklisting

To whomsoever it may Concern

This is to certify that (Agency Name) having its registered office at (Address) is neither blacklisted by any Central Govt. / State Govt. / PSU's by whatever mean and nor defaulter of any repayment of loan/deposits etc. from any financial institutions.
Yours sincerely
Signature :
Full name and designation:
Agency Name :
(Official Seal)

Annexure VII

About NFDC:

The National Film Development Corporation, traditionally known as the producer of film classics, is mandated to develop talent and to facilitate the growth of Indian cinema.

NFDC presently works with a lean permanent organizational structure in an endeavor to optimize its business operations. For this purpose, NFDC partners and collaborates with industry specialists. This has the dual effect of keeping its operational costs at reasonable levels while also helping boost the film economy by increasing the employability of young professionals in this field.

One of the key business areas of NFDC is that of producing advertising communication for the Government. NFDC is now positioned as a 360-degree integrated media service provider for the creation and dissemination of advertising communication across platforms. Over the past years, NFDC has collaborated with various governmental establishments/departments, etc., and has produced and delivered various types of audiovisuals and cross-platform campaigns, as per the needs and requirements of clients. With time, the ambit of creative services provided by NFDC has widened. The media services are provided across the following verticals:

- i. Film Production(includes television commercials, corporate films, documentaries, training films and modules, animation films and virtual tours, anthems)
- ii. Radio Production(includes radio spots, radio features, sponsored radio programmes, anthems)
- iii. Web Design and Management (includes web portals, social media presence and web banners)
- iv. Print Design (includes logos/brand identities, print and outdoor advertisements, brochures, flyers, coffee table books, calendars, outdoor banners, CD/DVD branding)
- v. Media and Public Relations (includes press releases, interviews, press conferences, theme designs for exhibitions)
- vi. Below-the-line and Other Consumer/Target Engagement Activities (includes advertising on rail tickets, bus tickets, electricity bills, water bills, telephone bills, LPG cylinders, etc.)
- vii. Pre-testing and Impact Assessment (includes evaluating the before and after performance of the campaign or a single communication product)
- viii. Still photography, video documentation of events
- ix. Event Management
- x. Design and supply of merchandise/collaterals (coasters, pens,bags, caps, mugs, clocks, etc.)
- xi. Any other activities in the domain of media and advertising

NFDC, through social media, would like to promote its services to prospective clients

(Ministries / Government Departments) and also reach the general audience to generate awareness about NFDC.

Scope Of Work for Communication Strategy:

1. Strategy Formulation

The Agency will formulate a result oriented comprehensive social media promotion strategy for NFDC.

2. Creation and management of Social Media platforms

The agency shall create and subsequently maintain the official Facebook Page, Twitter, Profile, You Tube Channel, Google plus, LinkedIn and Instagram including any other social media platform during the course of contract and hence set up a complete social media networking management system.

3. New Look, Updates and Engage with users

- i. Give all the Social Media Platforms a new look every week by putting up new creatives in line with overall theme/strategy approved by for the period of engagement.
- ii. Daily informative and promotional updates on Social Media handles in the form of relevant text, photos, audio, interactive content, interviews, news, organize online surveys, quizzes, contests and others on all the social media platforms in consultation.
- iii. Publicize all events on all the social media platforms
- iv. Create relevant tagging & linkages of content on the all platforms

4. Conversation Management

- i. Set up monitoring services based on pre-defined goals.
- ii. Monitoring to be done using proper tracking mechanism to track conversations relating to National Film Development Corporation (NFDC).
- iii. To tap existing or initiate newer conversations on regular basis.
- iv. Run Hash(#) tag based discussions frequently with Twitter/Facebook users, frequently

5. Response Management, Media Tracking and Reporting

The agency shall provide accurate, complete, polite, and prompt feedback mechanism to users via social media platforms. The agency shall gather inputs from users and respond back to their requests, queries, suggestions etc. User interaction would initially be done in English and Hindi only to be extended to other languages subsequently on need-based basis.

- i. The agency is also expected to track social media networks for relevant and related key words, and respond to them in a big way to initiate positive conversations on social media sites.
- ii. Moderation of the all platforms in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- iii. Regular watch on effectiveness of social media strategy for publicity of NFDC's page. The agency must submit a detailed analysis on the steps undertaken for overall promotion of page on the Social Media Platforms and the results achieved.
- **6.** The agency shall ensure that the content and activities on social media platforms do not restrict accessibility of the platform on various mobile devices and different browsers.
- **7.** The agency must mark all electronic content (text, photo, video or otherwise) as copyright, wherever applicable and monitor and report unauthorized use.
