



**REQUEST FOR EMPANELMENT (RFE) OF BUREAU OF
OUTREACH & COMMUNICATION (BOC) EMPANELED MULTI-
MEDIA AGENCIES FOR CREATIVE WORK/MARKETING &
SUBSCRIBER EDUCATION ACTIVITIES OF NPS TRUST**

National Pension System Trust

14th Floor, IFCI Tower,

61, Nehru Place,

New Delhi - 110019

1st August, 2023

Proposal Number – NPST/29/11/4/2023-MEDIA AND MARKETING



NATIONAL PENSION SYSTEM TRUST (NPS TRUST)

14th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019

Reg: Proposal for empanelment of Bureau of Outreach & Communication (BOC) empaneled multi-media agencies for creative work/marketing & subscriber education activities

National Pension System Trust (hereinafter referred to as “NPS Trust”) intends to empanel professional multi-media agencies with good track record for various jobs as enumerated under ‘clause 6 - scope of work’ of the attached Request for Empanelment (RFE) document. NPS Trust is seeking proposals from eligible and experienced multi-media agencies to organize and carry out media, marketing and subscriber education campaigns.

The RFE document consisting of detailed Scope of Work, Qualifying Requirements for agency/bidders, Terms and Conditions of Empanelment etc. may be downloaded from <https://npstrust.org.in> or CPP portal or social media handles of NPS Trust.

The request for empanelment must be submitted by the agencies before 15:00 hrs of 22nd August 2023.

The selected agencies will be intimated in due course of time after the completion of the RFE process and approval by the competent authority for undertaking the empanelment with NPS Trust as multi-media agencies for carrying out the media, marketing & subscriber education campaign of NPS Trust.

Interested agencies may take note that canvassing in any form will attract disqualification/summary rejection.

Thanking you,

Yours sincerely,

General Manager

DISCLAIMER

1. This document is being published in order to enable the eligible agencies to express interest and submit bid for empanelment with National Pension System Trust as multi-media agency for carrying out the media, marketing & subscriber education campaign of NPS Trust
2. This document does not constitute nor should be interpreted as an offer or promise or empanelment by NPS Trust as multi-media agencies for carrying out the media, marketing & subscriber education campaign of NPS Trust
3. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. While this document has been prepared in good faith, NPS Trust does not make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions herein. Any liability is accordingly and expressly disclaimed by NPS Trust and any of its officers even if any loss or damage is caused by any act or omission on the part of NPS Trust or any of their officers or Trustees whether negligent or otherwise.
4. By acceptance of this document, the recipient agrees that any information herewith can be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of NPS Trust. NPS Trust may at its discretion provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the empanelment of multi-media agencies or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
5. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
6. NPS Trust makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential agency may make in case of failure to understand the requirement and respond to the RFE document.
7. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves and observe any applicable legal requirement.

8. This document constitutes no form of commitment on the part of NPS Trust.
9. When any proposal is submitted pursuant to this RFE, it shall be presumed by NPS Trust that the agency has fully ascertained and ensured about its eligibility to render services as a multi-media agency to NPS Trust and that there is no statutory or regulatory prohibition or impediment to act as such and suffers no disability in law or otherwise to act as such.

Table of Content

Contents

1. Introduction	6
2. Procedure for Application.....	7
3. Duration of Empanelment	8
4. Qualifying Criteria	8
5. Scope of Work.....	10
6. Process of Evaluation of Application.....	10
7. Evaluation Criteria.....	11
8. Terms and Conditions of Engagement.....	13
9. Payment Terms and Conditions	15
10. Amendments to the RFE	16
11. Modification, Substitution and Withdrawal of Proposal	16
12. Period of Validity of Proposals.....	16
13. Language of the Proposal	16
14. Proposal Preparation and Presentation Cost.....	17
15. NPS TRUST's Right to Terminate the RFE.....	17
16. Venue and Dateline for Proposal Submission.....	17
17. Pre-bid meeting	17
18. Key activities and Dates	18
19. Other Important Information	19
20. Rights over the Work Products/Deliverables & Confidentiality	20
21. Governing Laws/ Jurisdiction Arbitration	20
Annexure-I.....	21
Annexure-II.....	25

1. Introduction

National Pension System Trust

National Pension System Trust was established by Pension Fund Regulatory and Development Authority in accordance with the provisions of the Indian Trusts Act of 1882 for taking care of the assets and funds under the NPS in the best interest of the subscribers. NPS Trust is the registered owner of all assets under the NPS architecture and pension funds purchase the securities on behalf of the NPS Trust. However, subscribers remain the beneficial owner of the securities, assets and funds under NPS.

National Pension System (NPS) was launched with effect from 01st January, 2004 and in the initial phase covered the new entrants to the Central Government Services (excluding Defence Forces). Later NPS was also made available to the employees of State Governments, Central and State Autonomous bodies. NPS was extended to all other citizens of India from 1st May, 2009 on a voluntary basis and has also been made available to corporates.

A. Target Group for promotion of NPS

National Pension System (NPS) is available for all sections of the society. The various sectors to whom NPS is offered can be broadly classified as:

a) NPS – Government Sector Model

NPS is mandatory for Government employees who join government services on or after the date notified by Central Government, by respective State Governments those who have adopted NPS and Central / State Autonomous bodies.

b) NPS - Private Sector

Registration in NPS is voluntary for non-government sector comprising of individuals, employers and employees and there is greater need to create awareness in this sector which operates through 02 models: -

c) NPS - All Citizen Model

NPS was extended to all citizens of India w.e.f 1st May 2009 and any Indian citizen (Resident/ NRI/ OCI) in the age group of 18-70 years can voluntarily open an NPS account.

d) NPS - Corporate Sector Model

This model was introduced in December 2011 to provide employers (companies, societies, PSU/PSB, partnership/proprietorship firm etc.) a platform to voluntarily adopt NPS as a retirement benefit scheme for their employees.

e) Atal Pension Yojana (APY)

Atal Pension Yojana is a Government of India scheme which provides guarantee of minimum pension from Rs 1000 to Rs 5000 and is administered by NPS Trust. It is available to all Indian citizens between the age of 18-40 years.

B. Requirement for multi-media agencies for carrying out the media, marketing & subscriber education campaign of NPS Trust

Effective communication plays a vital role in creating awareness among the masses about the product and services offered under NPS/APY and its importance to their lives. Furthermore, owing to the overarching responsibility of increasing pension literacy and retirement planning, the agency would be responsible for creating, copywriting content for NPS Trust in pension literacy.

Awareness and communication programs help in ensuring that relevant information reaches the right audience at the right time, attracts attention of the users and creates awareness about issues and finally influences the behaviour of all concerned in the desired direction.

Promotion of NPS and APY 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 NPS Trust. It is therefore imperative that consistent and creative messages are conceptualized, designed and conveyed across all communication media.

2. Procedure for Application

- a) Duly filled application/proposal along with **Annexure I, Annexure II, Assignment 1** and **Assignment 2** of RFE documents should be indexed and sequenced in separate folders, duly superscribed.
- b) All the above mentioned documents must then be kept in one large envelope duly superscribed **“Proposal for Empanelment of Multi-media Agencies for media, marketing & subscriber education campaign of NPS Trust”** and must be submitted to NPS Trust or before 15:00 hrs of 22nd August 2023.
- c) Applications received in response to the RFE would be scrutinized, evaluated and shortlisted as per the provisions of this RFE document.

3. Duration of Empanelment

- a. The empanelment of agencies will be valid for a period of one year from the date of empanelment with NPS Trust, unless cancelled/ terminated earlier by NPS Trust.
- b. Empanelment may be extended by one more year depending on the performance and services provided by the agencies on such terms and conditions at the discretion of NPS Trust.
- c. NPS Trust will have the right to remove any agency from the empanelment list and/or empanel any other agency participating in the bid process without assigning any reason whatsoever or may embark on a fresh empanelment process before the expiry of the period of one year, depending upon the circumstances / requirement of NPS Trust.
- d. NPS Trust also reserves the right to modify the terms and conditions for the empaneled agencies.

4. Qualifying Criteria

A. Minimum Qualifying Criteria

Every bidder (agency) must fulfil the minimum qualifying criteria enumerated below on the date of submission of its application to NPS Trust. The bidders not fulfilling any one of the following minimum qualifying criteria, would be summarily rejected, without any notice to the bidder and would not be considered for further evaluation processes for empanelment.

The agency must have:

1. Valid empanelment with Central Bureau of Communication (Erstwhile Bureau of Outreach and Communication / Directorate of Advertising and Visual Publicity) as Category-A as on the date of application.
2. Must have a minimum of 5 years of experience in the field of media advertising and marketing.
3. Presently must have active empanelment with at-least 3 Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies.
4. Presently must be in the panel of advertising / multi-media agencies of at least 5 financial sector (Banking / Financial Services / Insurance) entities as on the date of application.
5. A team of at-least 10 permanent employees / staff members including media planners, strategists and creative professional.

6. Minimum average billing of Rs.10 Crore from Government organizations (Government departments / Ministries / Central or State PSUs / Central and Central or State Autonomous Bodies in the last 3 financial years (FY 2020-21, 2021-22, FY 2022-23).
7. Minimum billing of Rs.5 Crore from financial sector clients (Banking / Financial Services / Insurance) for advertising / multi-media creative activities during the last financial year (FY 2022-23).
8. Valid Registration number under Goods and Service Tax (GSTIN) and Permanent Account Number (PAN).
9. Should not have been blacklisted / barred by any Government / PSU / Regulator / Court of law in the past and any of its partners / directors / proprietor / owner / employee should not have been convicted by the court of law in India in the past.

B. Additional Desirable Criteria

Apart from the above minimum qualifying criteria, the following criteria are desired for evaluation. The agency must have:

1. Executed at least 2 online/ digital advertising work for any government organization (Government Departments/ Ministries/ Central or State PSUs/ Central or State Autonomous Bodies) in last FY 2022-23 or in the current FY 2023-24.
2. Achieved billing of Rs.5 crore or above for online / digital advertising work of government organization (Government Departments/ Ministries/Central & State PSUs/ Central & State Autonomous Bodies) during the last Financial Year 2022-23.
3. Received appreciation(s) / award(s) / accolade(s) from their clients for the creative work / marketing activities / advertisement campaigns designed by them in the last 3 years (FY 2020-21, FY 2021-22 and FY 2022-23).
4. Samples of 05 (five) best print/ online/ TVC/ radio Creative (any three) prepared by the agency during FY 2022-23 for financial sector clients. The choice of best creative is at the discretion of the respective agency.

Note:

- *The documentary proof in this regard is to be submitted along with the proposal/application.*
- *Documents related to each of the above minimum qualifying criteria and Additional Desirable Criteria should be clearly marked separately with stickers/ flag/ super scribed.*
- *In case of the discovery at any stage about false information and submission of fake/tampered documents in support of the above or suppression of facts, the proposal / empanelment shall be cancelled. In such a case, NPS Trust reserves the right to blacklist such agency for such period as per its own discretion and take such other action as may be warranted.*

- *Incomplete submission / proposals without documentary proof in this regard shall be considered a non-responsive bid and shall not be taken up for evaluation*

5. Scope of Work

The selected agency will be responsible for carrying out marketing activities for NPS Trust in all mediums and channels. The scope of work will include, but not be limited to:

- a. Preparation and execution of periodic comprehensive marketing plans to promote NPS and APY.
- b. Developing creative concepts and designs for marketing collaterals including creative advertisements such as print ads, digital ads, TV commercials, GIFs etc., brochures and other promotional materials for the campaigns.
- c. Media planning and buying across all mediums such as print, radio, television, digital and outdoor mediums or any latest / new medium as may be specified by NPS Trust.
- d. Conducting market research and impact analysis to understand customer behaviour, preferences, and needs.
- e. Providing regular reports on the effectiveness / impact of the conducted marketing campaigns and making recommendations for improvements.
- f. Providing strategic counsel to NPS Trust on media and marketing-related matters.
- g. Managing the social media handles, Whatsapp number for query resolution, translation services and any other work related to marketing and campaign plan of NPS Trust.

6. Process of Evaluation of Application

The following process will be followed for evaluation of the applications/proposals received in response to the RFE:

A. 1st Stage of Evaluation:

- a. Initially all the applications received in response to this RFE will be scrutinized towards fulfilment of the Minimum Qualifying Criteria contained under clause 4.A of this RFE document. This process will be a filtering process. It is made clear that any bidder not fulfilling any of the criteria as specified in clause 4.A above would be summarily rejected immediately without any notice and would not be considered for further evaluation.
- b. Bidders qualifying under clause 4.A would be evaluated further and scrutinized in respect of Additional Desirable Criteria as contained under clause 4.B of this RFE. However, unlike the Minimum Qualifying Criteria this scrutiny will not lead to rejection of proposal for empanelment.

B. 2nd Stage of evaluation

- a) All the bidders qualifying the conditions of clause 4.a of the RFE would be called for making a presentation to an evaluation committee constituted by NPS Trust for evaluating the proposals received in response to this RFE.
- b) All the qualified bidders having made a presentation to the evaluation committee based upon Assignment 1 and 2 stated below will be assigned scores on their proposals based on Corporate Strength, Media Experience and Creative Competence in terms of clause 7 of this RFE.
- c) Based on the total score obtained after the aforementioned evaluation, the bidders will be ranked in descending order of scores assigned.
- d) After evaluation and preparation of such ranked list, the top four multi-media agencies, scoring the highest scores, will be selected for empanelment.

7. Evaluation Criteria

Criteria	Scoring Criteria		
A. Corporate Strength	Maximum Score- 30		
1. Work Experience in Advertising field	5 to < 7 years	7 to < 10 years	> 10 years
Score	5	6	7
2. No. of active empanelment with Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies	3 to 5	6 to 10	> 10
Score	5	6	7
3. No. of active empanelment with Financial sector entities/BFSI clients	5 to 7	8 to 10	> 10
Score	6	7	8
4. Number of on-roll creative professionals (Copywriter, designer, graphic designer, media planner, strategists etc.)	10 to 15	16 to 25	> 25
Score	6	7	8
B. Media Experience	Maximum Score- 30		
5. Average Billing from government organizations (Govt. Departments/ Ministries/ Central or State PSUs/ Central or State Autonomous Bodies) for advertising/ multi-media creative activities during the last 3 financial years – FY 2020-21, 2021-22, 2022-23	10 cr to < 15 cr	15 cr to < 20 cr	> 20 cr
Score	2	4	6

RFE for empanelment of multi-media agencies for creative work/marketing and subscriber education activities of NPS Trust

6. Billing from financial sector clients (BFSI) for advertising/ multi-media creative activities during the last financial year 2022-23	5 cr to < 7.5 cr	7.5 cr to < 10 cr	> 10 cr
Score	2	4	6
7. No. of fresh online/ digital advertising works for government organizations (Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies) during the last financial year 2022-23	2 to 10	11 to 20	> 20
Score	2	4	6
8. Billing of Rs.5 crore or above for online / digital advertising work of government organization (Government Departments/ Ministries/Central & State PSUs/ Central & State Autonomous Bodies) during the last Financial Year 2022-23	5 to < 10 cr	10. to < 15 cr	> 15 cr
Score	2	4	6
9. Details of appreciation(s)/ award(s)/ accolade(s) received from clients in last 3 years (< 1 will get 0 marks)	1 to 5	6 to 10	> 10
Score	2	4	6
C. Creative Competence	Maximum Score- 40		
10. Demonstration of 5 best advertisements created by the agency in FY 2022-23 for its financial sector clients	Max. Score 10		
11. Assignment 1- Creation of NPS and APY advertisement and demonstration of execution strategy in traditional medium	Max. Score 15		
12. Assignment 2- Creation of NPS and APY Digital/Online Media advertisement and demonstration of execution strategy in digital medium	Max. Score 15		

The above assignments would be assessed on the criteria of NPS Trust's Objective, Concept, Graphic imagery, Creativity, Taglines/ Punch lines/ Slogans/ Wording, Messaging, Target Segment etc. envisioned by the agency for NPS Trust. It may be noted that the aforementioned list of criteria is indicative and not exhaustive. Also, no payment will be made to the agency for preparation of the creatives to be submitted to NPS Trust as part of the Assignments 1 and 2 for this RFE.

1. Assignment 1: Traditional medium - four slides PPT – Two slides on NPS and two slides on APY (one slide each for advertisement/creative of NPS & one for execution strategy). Make necessary assumptions if needed and state the same in PPT

2. Assignment 2: Digital medium - four slides PPT – Two slides on NPS and two slides on APY (one slide each for advertisement/creative of NPS & one for execution strategy). Make necessary assumptions if needed and state the same in PPT

8. Terms and Conditions of Engagement

- a. In the event of launching a specific media campaign, NPS Trust reserves the right to contact any/all empaneled agency/agencies to develop/submit creative for the media campaign. The award of work / assignments may be assigned to the empaneled agencies as per the discretion of NPS Trust
- b. NPS Trust reserves the right to distribute the selected creatives at BOC/DAVP rates amongst one or more agencies for further release of the said creatives to media. NPS Trust's decision in respect of choice of agency for implementing the media campaign through all or any of the selected agency(s) would be considered final. Any avoidance/denial/delay of service will be treated as failure to honour the empanelment, based on which termination of empanelment may be undertaken.
- c. Wherever the BOC/DAVP rates are unavailable (i.e, Non-DAVP rates), the selection / allocation to the empaneled agencies shall be based on selection process / competitive bidding basis inter se the empaneled agencies as decided by NPS Trust. Notwithstanding the empanelment, it shall be well within the rights of NPS Trust to get all or any work done under this RFE, through other agencies/BOC/ DAVP, as may be decided by NPS Trust. This RFE does not confer any upon any obligation on the part of NPs Trust to get all the media plans executed through the empanelled agencies. NPS Trust reserves the right not to award the execution of all or any part of its media plans to the empanelled agencies. NPS Trust reserves the right to employ any outside agency and/or BOC / DAVP / NFDC/ Media Houses for carrying out media campaigns or directly release the media campaign in any media vehicle.
- d. Invoices for advertisement releases should invariably be supported by copies of bills from newspapers/ magazines, BOC/DAVP/Other rate cards, voucher copies, newspapers tear sheets, TVC/ Radio broadcast certificates, digital reports and other relevant documents evidencing implementation. Payment will be made in each case only after verifying these documents and their authenticity.
- e. The agencies will not be paid for translation of content in English to Hindi or to any other vernacular Indian languages, if required (in case advertisement is being released through the agencies).
- f. For all advertisement including tenders in newspapers, no charges will be paid for design and supply of artwork/photocopies (in case advertisement is being released through the agency).

- g. The responsibility of content and execution in vernacular language rests with the agency in case advertisement is being released through the agency. The agencies will be responsible for the translation of content and in case of any discrepancy or error in translation, the agency will ensure to make good the media plan at no cost to NPS Trust.
- h. The agency will not be paid for creatives and designs in case the media campaign is launched/ released through them. However, in case the media campaign is launched/released through BOC/DAVP or other agency, the agency will be paid for the selected creative designs depending upon the acceptance by NPS Trust and as per the rates advised by BOC/DAVP, as amended from time to time.

In all cases, the intellectual property rights of creatives, gif, jingle, videos and any other work developed for NPS Trust once submitted to and paid for by NPS Trust, will be with NPS Trust and NPS Trust will have the right to use with or without modification it in different media like print, outdoor, electronic, social/online media etc. without seeking permission from the concerned agency or paying any commission or additional or recurring charges for the same. Agency has to provide original soft copy / open file to NPS Trust. The agency cannot use the same provided to NPS Trust for their other clients.

- i. The agency should be able to execute/implement orders at short notices.
- j. NPS Trust will not pay charges for preparation of sample designs / creative (artwork) / concept or script or sample commercial advertisement to any agency unless accepted by NPS Trust .
- k. NPS Trust reserves the right to make necessary modification to the selected artwork, concept, film etc. that has been paid by NPS Trust.
- l. The creative submitted by the agency shall be an original work and not be violation of or an infringement of intellectual property rights of any third party. NPS Trust shall not be a party to any claims arising from any third party and the agency shall be solely liable for the same and shall keep NPS Trust, its officers and trustees indemnified and compensated from any claims so arising at any time.
- m. The agency shall neither assign, sub-contract nor transfer, entirely or in part, its obligations under the present engagement in favor of any third party.
- n. The agency shall wherever required, procure from concerned competent authorities the necessary consents, approvals, authorizations, clearances as may be required from time to time for the completion of the services.

- o. The agency, in the process of providing the services, must comply with all the statutory/regulatory requirements and strict observation of the relevant laws as may be applicable and shall keep NPS Trust, its officers and trustees safe and harmless of any claims arising from any third party on account of any violation/potential violation on the part of IMSPL or any of its employees, agents, servants etc.
- p. The agency should designate an Account Manager who would be the single point contact for handling the account. The Account Manager should have a minimum of 3-5 years' experience and the strategic depth to interact with senior officials on public relations and related matters, and should hold a decision making position in the agency.
- q. In case of any ambiguity in the interpretation of any of the clauses in this limited tender document, NPS Trust's interpretation of the clauses shall be final, conclusive and binding.
- r. The agency shall not assign or transfer any of its rights or obligations under present tender document or any part thereon, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by NPS Trust.

9. Payment Terms and Conditions

- a. No advance payment would be released towards any media work for preparation/production and release. Payments would be made only after implementation of media campaign and submission of original bills/ invoices along with requisite proof of implementation and after due verification by NPS Trust.
- b. The agency will be entitled to charge a commission of 15% or such commission as may be prescribed by BOC/DAVP on all the media plans works executed at DAVP rates. Wherever the BOC/DAVP rates are unavailable (i.e, Non-DAVP rates), the selection / allocation and the agency commission to the empanelled agencies shall be based on selection process / competitive bidding basis inter-se the empanelled agencies
- c. Payment to agency shall be made on submission of duly signed/stamped invoices (at BOC/DAVP rates applicable for various newspapers) with all supporting documents of release of creative, within a period of 30 days from the release of such advertisement. Invoices submitted by agency post the expiry of the said period would not be entertained for payment.
- d. TDS shall be deducted while releasing payments for invoices/bills raised by the agency as per the provisions of the Income Tax laws, Goods & Service Tax and education cess and other taxes as applicable would be paid and as per actuals.

- e. For facilitating Electronic Transfer of funds, the empanelled Agencies will be required to provide the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the empanelled agencies.

10. Amendments to the RFE

At any time prior to the deadline for submission of proposals, NPS Trust reserves the right to modify/amend or vary, for any reason deemed necessary. The RFE by an amendment shall be hosted on its website or CPP portal or social media handles and such amendment shall be binding on all the bidders.

11. Modification, Substitution and Withdrawal of Proposal

No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as specified in clause 12.a of this RFE. Once an application/proposal is submitted, modifications and substitutions in the proposal shall not be allowed.

12. Period of Validity of Proposals

- a. The proposals shall be valid for a period of 180 days from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive.
- b. In exceptional circumstances, at its discretion, NPS Trust may solicit the agency(s) consent for an extension of the validity period. The request and responses shall be made in writing.

13. Language of the Proposal

The proposal and all correspondences and documents shall be written in English. All proposals and accompanying documents received within the stipulated time will become the property of NPS Trust and will not be returned. The hardcopy version will be considered as the official proposal. Proposals received in mail shall not be considered for evaluation.

14. Proposal Preparation and Presentation Cost

The agency will be responsible for all costs incurred in connection with participation in this RFE process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings, presentation, preparation of proposal and in providing additional information required by NPS Trust. This RFE does not commit NPS Trust to empanel any agency.

15. NPS TRUST's Right to Terminate the RFE

NPS Trust may terminate the RFE process at any time and without assigning any reason. NPS Trust makes no commitment, express or implied, that this process will result in a business transaction with anyone. This RFE does not constitute an offer by NPS Trust. The agencies participation in this process may result in NPS Trust shortlisting some agencies to engage in further discussions and negotiations toward empanelment. The commencement of such negotiations does not, however, signify a commitment by NPS Trust to empanel the agencies or to continue negotiations. NPS Trust may terminate negotiations or cancel or annul the RFE process at any stage without assigning any reason.

NPS Trust reserves the right to reject any or all proposals without assigning any reason thereof.

16. Venue and Dateline for Proposal Submission

A. Proposals should reach NPS Trust at the following address:

The General Manager, National Pension System Trust Media Department, 14th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019

B. Last Date & Time of Submission of Proposal is 22nd August 2023 by 15:00 hrs. Proposals submitted after the above mentioned cut-off date and time will not be accepted.

17. Pre-bid meeting

- a. Bidder requiring any clarification on the RFE document may notify NPS Trust in writing at *mgr7-npst@npstrust.org.in* in the below format. Any queries received after the deadline indicated in this document will not be entertained.
- b. Queries / bid clarification may be addressed to the mail ID given in this document in the below format only.

Sr.No	Page No / Clause No of the RFE	Query

- c. The bidder's authorized representatives are invited to attend the Pre-bid meeting at NPS Trust office at their own cost, which would take place at the venue mentioned below or through web meeting as per the timings specified by NPS Trust. The maximum number of authorized representatives for each agency shall not be more than two.
- d. NPS Trust would provide clarifications to the prospective bidders in the pre-bid meeting only. NPS Trust would prepare and send responses/clarifications to the queries in a consolidated manner and the same will be hosted on the website of NPS Trust <https://npstrust.org.in> / CPP portal / social media handles. NPS Trust will not entertain or respond to prospective bidder's queries after the pre-bid meeting.

18. Key activities and Dates

Name of the Organization	NATIONAL PENSION SYSTEM TRUST	
Date of issue of the Proposal	Date: 01.08.2023	Time: 17:00 hrs
Primary point of contact	Name: Anant Milind Kulkarni Designation: Manager Email: mgr7-npst@npstrust.org.in Contact Number: 011 – 47207700 / 47207755	
Place of submission, briefing meeting and opening of proposal	NPS Trust, 14 th Floor, IFCI Tower, 61, Nehru Place, New Delhi 110019	
Address for communication	NPS Trust, 14 th Floor, IFCI Tower, 61, Nehru Place, New Delhi 110019	
Briefing to bidders by NPS Trust / Bid clarification	08.08.2023 at 16:00 hrs.	
Last date and time for submission of the proposal	22.08.2023 at 15:00 hrs.	
Opening of proposal	23.08.2023 at 14:00 hrs.	
Presentation by the bidders at NPS Trust office	31.08.2023 (10:00 to 17:00 hrs.)	
Result Declaration	06.09.2023 at 17:00 hrs.	

* NPS Trust reserves the right to change any date/time mentioned in the schedule above under intimation to all concerned.

19. Other Important Information

- a. NPS Trust is not bound to accept any proposal or to assign any reason for non-acceptance. NPS Trust reserves its right to accept the proposal either in full or in part. Conditional, erroneous and incomplete proposals will be out rightly rejected.
- b. NPS Trust reserves its right not to accept proposals from agencies resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated by Government Investigating Agencies / Vigilance Cell.
- c. The costs of preparing the proposal are not reimbursable and NPS Trust is not bound to accept any of the proposals submitted.
- d. The empanelled agencies are required to provide professional, objective, and impartial service and at all times, hold NPS Trust's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- e. The empanelled agencies are expected to maintain high level of professional ethics and is expected not to act in any manner which is detrimental to NPS Trust's interest and that of the National Pension System or any of the intermediaries in the system. Agency will maintain confidentiality on matters disclosed till proper instructions is issued for publication.
- f. NPS Trust reserves the right to seek compensation or indemnification in case of any violation of the above besides cancellation of the empanelment of the defaulting agency.
- g. NPS Trust may reject a proposal at any stage if it is found that the agency shortlisted for empanelment has indulged in corrupt or fraudulent activities in competing for or in getting empanelment, and may also declare the Agency ineligible or blacklist the firm, either indefinitely or for a stated period of time.
- h. NPS Trust reserves the right to accept or reject any proposal or to annul or to modify or suspend or extend the process/timeline in whole or in part or reject all proposals at any time and without assigning any reason prior to award, thereby incurring no liability.
- i. The Annexure-I and Annexure-II of this document must be duly filled with all details and must be submitted after duly authenticated with the agency's seal. Incomplete submissions will not be considered for evaluation.

20. Rights over the Work Products/Deliverables & Confidentiality

The ownership including intellectual property rights over all work products/deliverables and other intermediate documents and media plans provided by the Agency in terms of the RFE and under the contract between the parties shall vest with NPS Trust. Further all documents submitted by the agency along with the proposal and during the presentation shall be the exclusive property of NPS Trust which shall not be returned back to the agency. The agency shall maintain utmost confidentiality and shall not disclose/part with any deliverables created for the purpose of this RFE to any third party either for commercial or for any other purpose and shall further not disclose any information received by it from NPS Trust to any third party and shall maintain strict confidentiality with respect to such information, as may be specified in the contract with NPS Trust, failing which it shall be held liable.

21. Governing Laws/ Jurisdiction Arbitration

- a. Any matter relating to the empanelment of multi-media agencies or the procedure for empanelment of multi-media agencies by NPS Trust shall be governed by the Indian laws. The dispute relating to such empanelment shall be subject to the exclusive jurisdiction of the Courts at New Delhi (with exclusion of all other Courts) which shall have the jurisdiction to decide or adjudicate on any matter or dispute which may arise.
- b. Any dispute arising post the award of work shall be settled through negotiation, in good faith and using best endeavours. Disputes unresolved, if any, shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator appointed mutually by the parties. The proceedings of arbitration will be conducted at New Delhi and the cost will be borne equally by the parties. The courts at New Delhi will have the exclusive jurisdiction to try any dispute arising out of this RFE.

Annexure-I

Empanelment of Bureau of Outreach & Communication (BOC) empaneled multi-media agencies for creative work/marketing & subscriber education activities

With

National Pension System Trust, New Delhi

(To be submitted by multi-media agencies on its letter head)

APPLICATION FORM

Sub: Request for Empanelment of Bureau of Outreach & Communication (BOC) empaneled multi-media agencies for creative work/marketing & subscriber education activities

Note: The relevant information sought in performa below may be mentioned in short against each point. Detailed documents/certificates etc. may be enclosed and flagged)

1. Name & Address of the Agency – Tel and email details:
2. Date of Establishment and years in active business:
3. Registered office address and contact details :
Office address:
Name of the contact person:
Designation of the contact person:
Telephone Nos:
Official email IDs:

Sr. no.	Particulars	Details to be submitted	Enclosure (with seal and sign)
1.	Details of PAN, Income Tax/ GSTIN Registration, Certificate of Incorporation, MOA/AOA	PAN No – GST No -	<ul style="list-style-type: none">• PAN card copy• IT / GST Registration certificate copy• Certificate of Incorporation• MOA, AOA copy
2.	Empanelment with BOC/DAVP in Category-A.	Yes / No	Copy of Valid Empanelment letter

3.	Details of Turnover during the last 5 financial years.	2018-19: 2019-20: 2020-21 : 2021-22 : 2022-23 :	Certificate of CA
4.	Active empanelment with Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies	Empanelled with 1) 2) 3)	Self-certified copy of Empanelment letter
5	Active empanelment with Financial sector entities (Banking / Financial Services / Insurance)	Empanelled with 1) 2) 3) 4) 5)	Self-certified copy of Empanelment letter
6.	Total No. of persons working along with details of full-time staff including creative professionals, media planners, strategist, social media/ online/ digital advertising professionals and research professionals, etc.	Number of employees / staff members -	-
7.	Details of Billing from advertisement/ publicity work during the last 3 financial years from Government organizations (in Rs. Cr) (Govt. Departments/ Ministries/ Central & State PSUs/Central & State Autonomous Bodies)	FY 2020-21: Cr FY 2021-22: Cr FY 2022-23: Cr Average: Cr	CA certified – year wise billing in crores
8	Details of billing from Financial sector clients (BFSI)	FY 2022-23: Cr	CA certified year wise billing details in crores
9.	Details of online/ digital advertising works for government organization (Govt. Departments/ Ministries/ Central & State PSUs/ Central & State	2022-23: 2023-24:	Self-certified copies of order Copies

	Autonomous Bodies) during last FY 2022-23 and current FY 2023-24.		
10.	Details of Billing from advertisement/ publicity work during the last 3 financial year Online/ digital advertising for government organization (in Rs. cr) (Govt. Departments/ Ministries/ Central & State PSUs/ Central & State Autonomous Bodies)	2022-23 :	CA Certified year wise billing details in crores
11.	Details of appreciation(s)/ award(s)/ accolade(s) received by the agency for their creative work/marketing activities/ advertisements/ ad campaigns designed etc. in last 3 years i.e. FY 202-21, FY 2021-22 and FY 2022-23.		Self-certified copies
12.	Samples of 05 (five) best print/ online/ TVC/ radio creatives (any five) prepared by the multi-media agency in FY 2022-23 for financial sector clients.		Self-certified copies
13.	Assignment 1 and Assignment 2 as required for evaluation.		Colour Copies
14.	Any other information		Self-certified copies
15.	Acceptance of this RFE		Signed Copy

Note:

- a. The relevant information sought in performa below may be mentioned in short against each point. Detailed documents/certificates etc. may be enclosed and flagged)
- b. Documentary evidence may please be provided, wherever applicable, in the form of attested photo copies (Certificates, Audit Reports, Work Orders, Release Orders, etc.)

I/We hereby certify that all the particulars given above are correct and true to the best of my knowledge and I/we have understood the provisions of RFE document.

Signature -----

Full Name -----

Designation-----

Address-----

Seal of the Company-----

Note:

- a. Authority letter from the competent authority i.e. CMD/MD/ Chairman/Director etc. for signing the proposal document on behalf of agency/organisation, is to be enclosed.
- b. Stamp impression must show the Name, Designation, office etc.
- c. The agency can use separate sheets (A-4 size) for explaining the above points.
- d. NPS Trust reserves the right to verify the information provided by the agency, with any authority, if required.

DECLARATION BY BIDDER

1. I (Name of the person) am authorized to declare on behalf of (Name of the agency) and hereby declare that the agency has :
 - a. Full-fledged office established in with the required manpower.
 - b. Creativity in development communication of high standard befitting the expectations of NPS Trust.
2. I also declare that all the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our agency do not satisfy the eligibility criteria, our candidature/ empanelment is liable to be cancelled/ terminated.
3. I understand that the decisions taken by National Pension System Trust is final in all matters.
4. I hereby agree to work at BOC/DAVP rates as per the terms and conditions laid out by National Pension System Trust.
5. I understand that National Pension System Trust reserves the right to accept or reject and to cancel the empanelment process and reject all expression of interests at any time prior to the award of the contract, without detailing any specified reasons whatsoever.
6. I hereby declare that our entity/firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding(s) pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged. We also declare that our entity/firm has not been banned / declared ineligible for corrupt and fraudulent practices by the Government of India / any State Government / PFRDA/ RBI / SEBI/ IRDAI/ NPS Trust / any other authority and does not have any disciplinary proceedings pending against it or any of its directors by PFRDA/ RBI/ SEBI/ IRDAI/ NPS Trust/ any other authority. If the aforesaid representation /declaration or information is found to be incorrect, we agree that the NPS Trust shall be entitled to terminate the empanelment, or initiate suitable action as deemed fit and appropriate by the NPS Trust. We or our affiliates have, during the past one year, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral award or a judicial pronouncement against us or our Affiliates, nor have been expelled from any project or agreement nor had any agreement terminated for breach by us or our affiliates nor black. We are not be blacklisted / barred by any Govt / PSU / Regulator

/ Court of law in India in the past. None of partners / directors / proprietor / owner / employee should not be convicted by the Court of law in India in the past.

Signature-----
Full Name (In Capital Letters) -----
Designation-----
Address-----
(Authorized Representative)
Seal of the Company-----