



002/APDCL/RFE - Websites - 01/2022

**GOVERNMENT OF ANDHRA PRADESH
ANDHRA PRADESH DIGITAL CORPORATION LIMITED (APDCL)**

4th Feb 2022

**Subject: Request for Empanelment (RFE) of Websites with Andhra Pradesh
Digital Corporation Limited (APDCL)**

In pursuance of the Govt orders issued in its G.O. Ms. No. 16, Industries & Infrastructure department, dated 31st Dec 2021, Policy Guidelines for Empanelment/Engagement of Websites with Andhra Pradesh Digital Corporation Limited (APDCL) are hereby notified. APDCL invites Request for Empanelment (RFE) from popular websites, catering to people of Andhra Pradesh, with APDCL.

Policy Guidelines stipulate the eligibility criteria and terms and conditions of empanelment/engagement of Websites with Andhra Pradesh Digital Corporation Limited (APDCL), for managing Government's advertisements through Websites.

Sd/-

**Chinna Vasudeva Reddy
Vice Chairman and Managing Director**

Request for Empanelment (RFE)
of
Websites with Andhra Pradesh Digital
Corporation Limited (APDCL)

Andhra Pradesh Digital Corporation Limited

Government of Andhra Pradesh

February 2022

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I. Data Sheet

No.	Information	Details
1.	Date of Publishing of Policy Guidelines and EOI document for Empanelment of Websites	4 th Jan 2022
2.	Address for Communication	Vice-Chairman & Managing Director, Andhra Pradesh Digital Corporation, 5 th Floor, Next Space Building, D. No 7-201, RS No 14/3A Kunchana Palli, Tadepalli Mandal, Guntur - 522501, Andhra Pradesh. Ph: +91 99599 88888 Email: vcmd-apdc@ap.gov.in
3.	Last date for submission of written queries (through email only)	2PM on 14 th Feb 2022
4.	Pre-Empanelment Meeting	2PM on 15 th Feb 2022
5.	Last date for submission of RFE	2PM on 21 st Feb 2022
6.	RFE Bid Opening Time and Date	4PM on 21 st Feb 2022
7.	Policy Guidelines Validity Period	Five (5) years or until modified by Govt Order.
8.	Empanelment Validity Period	One (1) year, extendable for further periods of one (1) year at a time.
9.	Application Fees	₹5,000/- in the form of DD from any nationalized bank, in favor of the Chief General Manager - Finance, APDCL.
10.	Security Deposit	₹1,00,000 (Rupees One Lakh only), in the form of a Bank Guarantee.
11.	Empanelment Document	It can be downloaded free of charge, from www.ipr.ap.nic.in or www.apdc.ap.gov.in

II. About the Government

Government of Andhra Pradesh is the administrative and ruling authority for the State of Andhra Pradesh, under the federal structure of constitution of the Country of India (the government for the Indian state of Andhra Pradesh). The Government of Andhra Pradesh is a democratically elected body, with 175 MLAs elected to the Legislative Assembly for a 5-year term, that governs the State of Andhra Pradesh, India. The state government is headed by the Governor of Andhra Pradesh as the nominal head of the state, with a democratically elected Chief Minister as the real head of the executive.

III. About the APDCL

Government of AP has established Andhra Pradesh Digital Corporation Limited (APDCL) for strategically leveraging the Digital Media platforms by building direct Communication with the people, to propagate the vision of the Govt. and to drive AP Digital Mission with desired objectives. The Government's aim here is to publicize the information about welfare and development schemes through visual content and messaging via Digital Media platforms, including websites.

APDCL will be the Nodal agency for all State Govt. Ministries/Departments/Public Undertakings/ Corporations/ Societies/ Govt Institutions/ Local Bodies etc. for all digital advertising through **empaneled Websites**. This includes all paid outreach campaigns. All releases of such advertisements shall be through APDCL.

APDCL shall undertake Government's uniform communication strategy through Digital Media, as per the instructions of the Govt., from time to time.

IV. Need for Policy Guidelines

1. Staying Relevant with the change in the way information is consumed: The affordability and usage of Communication Technologies like the Smart Phones, Wireless Communication and Broadband has made changes in the way people consume the information needed for them. A major share of the Indian population is presently active on various social/digital media platforms and these numbers are increasing every day. People consume news, information, and entertainment through digital platforms. These days majority of the people access popular print media content also through their websites and mobile apps, instead of their printed newspaper. The increasing ease of access of digital media through hand-held devices and ubiquity of internet has further enhanced the reach of digital media.
2. With the increasing number of people (especially youth) spending time on digital media platforms, these platforms may provide avenue for communication and outreach. The digital media platforms not only cater to an increasing number of people but also facilitate targeted approach which helps in reaching out to desired set of people in an efficient and cost-effective manner. This increases the effectiveness of communication to the levels those can never be achieved with the conventional media. For instance, COVID Safety messages can be customized to the realities of segments in various dimensions like Students, Housewives, Shop Keepers, Factory workers etc. within the same Campaign.
3. Cost Efficiency of Digital Media: Typically, Digital advertising has proven to be more cost effective than traditional advertising media. When combined with the ability to target effectively by Demographics, Location, Age Group, Gender etc., Government of Andhra Pradesh can optimize its costs while increasing the effectiveness of the public relations messaging.

4. Capability of the Digital Media to provide Feedback Mechanisms for continuous improvement of the Messaging Effectiveness: Unlike the Conventional Media, Digital Media can provide feedback to the advertiser about various KPIs & Metrics Inherent to the Digital Platforms. A good Digital Media Intelligence Practice can further help in making data-driven, fact-based decisions right from Budgeting, Media Ad Spend apportioning till the visual elements that provide more engagement in a Video Advertisement.
5. Media Intelligence & Analytics Capabilities: The development in the field of Data Science like Deep Learning helps the advertisers to understand the media consumption and engagement. KPIs and the Metrics can provide very powerful and actionable insights when they are further analyzed using those Analytics methods and Tools. The Government and the Public can greatly benefit from such insights since they can improve the way Government communicates with the people. For instance, customized surveys by Citizen segment over Digital Ads can be run, verify identity and then use the survey response to frame policies and schemes better.
6. Flexibility and the capability of using multiple content formats: Unlike Conventional Media buying, Digital Media Buying & the Ad Platforms can accommodate various types of content in a Single Campaign. For instance, the customized COVID Safety messaging can be accommodated in a Single Campaign on a Digital Platform with various durations of the same content.

Hence there is a definite need for policy guidelines for engagement of Websites, so that assured reach may be attained on payment basis to increase visibility of government messaging.

In view of the above benefits derived from the capabilities, APDCL realizes that the Digital Media Advertising & Communication should be treated differently with a focused approach right from Communication Strategy. Digital Advertising/Media Agencies face different market realities when compared to the Conventional Media Agencies, they need to have digitally focused capabilities since the agglomeration of the effectiveness of a Digital Media Campaign is governed by the Algorithms and methods of the Digital Ad Platforms. Appreciating these facts, a different approach is proposed for the Empanelment of the Vendors and the structure of the Contract when compared to the Conventional Media Empanelment.

V. Digital Policies

In view of the above listed reasons, APDCL has come up with centralized and comprehensive Digital advertisement policies for Websites to achieve the below desired objectives:

1. Prepare effective strategies for execution of IEC (Information, Education and Communication) activities of the Govt., flagship programs with a uniform communication strategy.
2. Enable Government, Ministries and APDCL to engage with Websites on the basis of various criteria, terms and conditions, and processes stipulated in this document.

3. Coordinate, control and track these activities in an effective manner to reach wider audience.

VI. Eligibility Criteria for Empanelment

1. The website must be at least TWO years old and must be continuously in operation under the same name (website address) for a minimum of two years. The period shall be calculated backwards from the date on which the website applies for empanelment with APDCL.
2. The website must have a minimum average Unique Users (UU - Unique users refer to the number of distinct individuals visiting a given website over a specified period of time), (from within India) per month (based on the data of twelve (12) months immediately preceding the date of application), as indicated below in Section VII (2). APDCL will make use of data provided by comScore India or Google Analytics or any other credible agency having industry-wide acceptance to verify the UU count.
3. Once empaneled with APDCL, the websites will place all APDCL released advertisements only through the Third-Party-Ad-Server (3-PAS) engaged by APDCL. However, in case of APDCL deciding to accept reports from a third-party server engaged by the empaneled websites, APDCL will not bear any cost in this regard and the entire expenditure on engagement of Third-Party Server will be borne by the website only.
4. Only the websites which are owned and operated by companies that are incorporated or registered in India will be considered for empanelment. However, websites owned by foreign companies / origin may be eligible if such websites have a wholly owned company registered and operating in India, which looks after their Indian advertisement business. In such case, the Indian branch of foreign company must be at least two years old.
5. This bid is open to only non-Government websites. Government websites will be empaneled if they accept the rates offered to other similar category websites and Ad properties by APDCL, provided the number of unique users is as per the criteria for that category.
6. Different websites belonging to one company / group can be empaneled, provided they separately / individually fulfill the UU count criteria. In other words, bunching / adding of UU count of the different websites of one group / company shall NOT be permitted. Also, in such cases, separate applications for each website shall have to be submitted along with applicable fee.
7. Company/Website undertakes to comply with the rules and regulations stipulated in the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rule, 2021 and Information Technology Act, 2020, and other extant laws of the land.

8. APDCL reserves the right to decline empanelment or suspend empanelment of any website if its content is found to be anti-national / obscene / indecent / anti-social / violative of communal harmony and national integrity etc., or deemed objectionable in any form as determined by the competent Committee, or if the website acts in violation of the extant Cyber Laws of India.
9. Only the applications submitted directly by companies owning and operating the website shall be entertained. In other words, no intermediary agency is eligible to apply on behalf of a website or group of websites.
10. APDCL advertisements / messages must be displayed prominently for maximum viewership and to obtain the stipulated Click Through Rate (CTR).
11. Company/Website should not have been barred by any department of Government of India, any State Government/UT, PSU, etc. during the last 5 years. No complaint should be pending with any Government or its agencies. An affidavit, to this effect, in this regard should be submitted by the Company/Website. The Company/Website further agrees to inform APDCL if they are blacklisted / suspended subsequently within 3 days of receiving the suspension order.
12. Real time dashboard which shows the actual quantified outcome of the campaign, in the format prescribed/approved by APDCL, at any given point of time as well as the dated reports must be provided. The consolidated execution report should also be provided in the format prescribed/approved by APDCL once the campaign is over.
13. The Digital Advertising Agency should give complete access to the data obtained through the campaigns and handover all data gathered during the campaigns.
14. Companies/Websites once empaneled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of APDCL and keep the APDCL informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
15. The entire Data & the Intellectual property generated from the activity will be owned fully by APDCL. All the real and virtual creations will be the property of APDCL and Intellectual Property Rights will vest with APDCL.
16. Company/Website shall inform APDCL in case any change takes place in their official address, bank account details, ownership, etc, within seven (7) days from any such change. In case such information is withheld, APDCL may take necessary punitive actions as deemed fit in the circumstances.
17. Authorized personnel shall be designated by the Company/Website for any communication with APDCL. In case there is a change in the authorized representative or

his/her email ID or phone number or other such details, the same shall be communicated to APDCL, within seven (7) days from any such change.

18. Company/Website is required to provide professional, objective, and impartial service and always hold the Andhra Pradesh Government's interests paramount, without any consideration for further work, and strictly avoid conflicts with other assignments or their own corporate interests.
19. Company/Website shall apply for empanelment along with notarized relevant documents under name, signature, and seal of authorized signatory, stating that the information submitted by them is correct and they will abide by all Terms & Conditions.

VII. Commercial Bid:

1. APDCL shall publish **standard size web banners** on the websites and **standard video Ads (rates will be in multiples of 5 seconds)**. APDCL will offer rates to websites for standard banner ads on Cost Per Thousand Impressions (CPTI) basis and a minimum Click-Through Rate (CTR) of 0.30 (i.e. 3 clicks per thousand impressions or 3000 clicks per million impressions) will be fixed across the categories, which should be reflected in the reports generated through the third-party server engaged by APDCL for payment purposes. CTR of less than 0.3 but up to 0.2 per Release Order will invite a deduction of 20 per cent in the billed amount. CTR of less than 0.2 but up to 0.1 per Release Order will invite a deduction of 30per percent in the billed amount. CTR of less than 0.1 per Release Order will invite deduction of 50 per cent in the billed amount. The rates shall be determined based on the process detailed in Point 2 below. The APDCL reserves the right to further reduce the L-1 rates discovered through financial bids, if such a need is felt. The decision of VC and MD, APDCL shall be final and binding on all applicants in this regard.
2. For the discovery of specific rates, the websites will be categorized into Category A, B and C, depending on their monthly Unique User count.

Minimum Unique User qualification count for each Category shall be:

Category	Unique Users Per Month (Average of last 12 months from within India)
A	4 Million (40 lakh) and above
B	2 Million (20 lakh) to less than 4 million (40 lakh)
C	0.5 Million (5 lakh) to less than 2 million(20 lakh)

- The website should quote separate rates for the different ad properties (as given in Performa at **Annexure VII**) as per the respective Category that they fallen.

a) Standard Banners:

Rates are to be quoted in Rs. for following banner sizes on Cost Per Thousand Impression (CPTI) basis:

- Banner size 300 X 250Pixels
- Banner size 728 x 90Pixels

b) Video Ads:

The applicants have to quote rates in Rs. per five seconds for the video Ads.

c) Fixed Banner / Property on Home Page:

APDCL will also release advertisements on the basis of “Fixed Property”, only on the first scroll of the Home Page of a website, with a minimum display size of 300X250 pixels. The different rates for the fixed property, which shall be visible to all visitors to a website for a period of 24-hours, will have to be quoted separately.

d) Fixed Video Ads on Home Page:

APDCL will also release advertisements on the basis of “Fixed Video Ads”, only on first scroll of Home Page of a website. The rates for the fixed video ads, which shall be visible to all visitors to a website for one or more days as per requirement, will have to be quoted for 24 hour slot.

- The lowest price quoted for a particular ad in a particular Category shall be the base rate for that ad property in the respective Category.
- To avoid multiplicity of panels, the panel for banner and video ad in each category (namely A, B and C) shall be formed on the basis of quotations obtained for the standard 300X250 pixel size only. In addition, L1 websites for 728X90 pixel size and Video Ads respectively shall also be empaneled in each category, and the L1 rates obtained for these shall be offered to the websites in the panel formed on the basis of quotations obtained for 300X250 pixel size.
- The minimum base rate quoted in a category for the 300X250 pixel banner ad would be offered first to 75% of the applicant websites in that category found eligible on the basis of minimum UU data, who quoted the next lowest rate for the 300 x 250 Pixels standard banner. In case, some websites do not accept the minimum rate in a category, other qualified websites in the category (equal to the shortfall from the target of 75% of the eligible websites in a category) would be offered the rate based on the principle of “first offer to the lowest rate offering website”.

7. APDCL reserves the right to reject the lowest rate quoted in a Category, as the base rate of that Category, if it is apparent that such a rate is higher in comparison with the base rate quoted in a bigger category or websites.
8. All rates quoted will be final (net rates). However, applicable Service Tax shall be paid by APDCL.
9. The website will have to submit bills ONLINE and Physical bills along with a campaign report that will mention the number of impressions generated and the CTR, 15 days from the last day of the Release Order.
10. APDCL-empaneled websites will place all APDCL released advertisements only through the Third-Party-Ad-Server (3-PAS), but, in case of APDCL deciding to accept reports from a third-party server for recorded reasons, APDCL will not bear any cost in this regard and the entire expenditure will be borne by the website only. The reports, however, will still have to be generated and submitted as mentioned in Para (x) above as the same will be required to verify the campaign credentials and processing of bills.
11. The website owner should comply with extant rules and regulations as prescribed by the Government.
12. There will be no change in rates once offered to and accepted by an empaneled website for the entire period of empanelment. Websites that bid shall ensure that the rates quoted are all inclusive and no deviation in any of the conditions would be made nor would any increase in rates be allowed during the empanelment period.
13. The cost of all technical requirements, such as adapting the design/Developing format provided by APDCL to the website's format, shall be borne by the website.

VIII. Other Terms and Conditions:

1. Websites applying for empanelment will submit a notarized certificate under name, signature and seal of authorized signatory, stating that the information submitted by them is correct and they will abide by all Terms & Conditions of APDCL empanelment as well as the decision of APDCL regarding their empanelment. In case, the information submitted by the websites is found to be false / incorrect in any manner, the website can be suspended and / or debarred from empanelment or applying for empanelment for next three years.
2. Empanelment and advertisement rates finalized shall be valid until 31st March 2025, and are likely to be renewed based on performance until the next rate panel is prepared.

3. The applications of eligible websites shall be considered if they fulfil the UU criteria for respective categories and are willing to work on the approved fixed rates for two years to join the panel. However, the decision of the Govt is final.
4. Every year the APDCL will review the Unique User Data of each of the empaneled websites and change their category on the basis of corresponding rates. The decision of the VC and MD, APDCL, will be final in this regard.
5. An empaneled website may be debarred from Govt ads from APDCL, for the remaining period if it refuses to accept and carry advertisements issued by it on behalf of the Ministries / Departments of Govt of AP, PSUs and Autonomous Bodies/all Govt Institutions.
6. The decision of VC and MD, APDCL is final in case there is a disagreement over any of the provisions mentioned above for empanelment of websites and their rates and other terms and conditions. The appeals, if any, lies with Govt.

IX. Process of Engagement

1. The Company/Website shall apply in the prescribed format to the APDCL which, in turn, will process the applications based on the eligibility criteria and the job requirement. Application form can be found in Annexure II.
2. The Company/Website will have to enter into an agreement/contract with APDCL. The broad terms of agreement are at Annexure IV.
3. Without such agreement/contract on the part of Company/Website, APDCL shall not consider them for government outreach campaigns.
4. Empanelment does not confer any right to place work orders. Work orders will be released as per needs and requirements of the Govt.
5. Payment schedules shall be as per Government norms/Work orders.

X. Validity Period for Policy Guidelines

These policy guidelines will remain valid for a period of five (5) years or until modified by Govt Order.

XI. Period of Empanelment:

The duration of the empanelment of the company/website shall be for a period of one (1) year, extendable for further periods of one (1) year or more at a time, as decided by APDCL.

XII. Completeness of Response:

1. Companies/Websites are advised to study all instructions, forms, terms, requirements, and other information in the document carefully.
2. Submission of the proposal shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.

XIII. Preparation Costs and Related Issues:

1. Company/Website is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the document, in providing any additional information required by the nodal agency to facilitate the evaluation process, or “conduct of due diligence”, where required.
2. APDCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the process.
3. All materials submitted by the participant will become the property of APDCL and may be returned completely at its sole discretion.

XIV. Security Deposit

1. At the time of empanelment, Company/Website shall furnish a security deposit of Rs 1,00,000 (Rupees One Lakh only) to Andhra Pradesh Digital Corporation Limited, as compensation for the website’s failure to complete its obligations under the contract.
2. Security Deposit shall be in the form of Bank Guarantee from any Nationalized Bank or any large and reputed, scheduled commercial Bank, valid for 1 year and extendable till the completion of the empanelment.
3. The security deposit will be discharged by the Andhra Pradesh Digital Corporation Limited and returned to the website not later than thirty (30) days following the date of completion of all formalities under the contract.

xv. Penalty

Failure to comply with the stipulated timeline for website advertisements will attract a penalty of ₹10,000/- (Rupees Ten thousand only) per day for every advertisement on a given website.

Delays beyond a day will result in cancellation of the orders, blacklisting of the empaneled company/website, and the company/website will also forfeit the security deposit.

xvi. Revocation of Agreement/Contract:

1. The agreement/contract of company/website with APDCL shall be revoked/suspended if it is found in contravention of any of the criteria listed in this document.
2. APDCL can decline, suspend and / or debar from empanelment or from applying for empanelment for the next three years if a material misrepresentation is made or discovered.
3. If during the period of agreement/contract, the company/website fails to comply with the laws of the land, the agreement/contract shall stand revoked.
4. The company/website will be under contractual obligation to furnish only genuine information to APDCL. If any claims for payment are made on the basis of false/incorrect information, the agreement/contract is liable to be revoked. This is without prejudice to any further punitive action as deemed fit by APDCL on the matter.
5. The APDCL shall at any time be entitled to determine and terminate the Agreement for any reason including unsatisfactory performance or violation of any terms of the Agreement. A notice in writing from APDCL shall be issued giving 07 (seven) days' time for such termination. In case of such termination, APDCL shall pay the company/website charges up to the effective date of termination. However, any such termination shall not relieve the company/website of any of the service provided by them prior to such termination.
6. Time is the essence in digital media. If the work order is not completed within the stipulated time or extended time, APDCL will hold full authority to cancel the tender or take any such action that will be deemed fit to the occasion at the risk and cost of the successful company/website.
7. In all the scenarios listed above, where the company/website's empanelment is cancelled / suspended / debarred, the company/website will forfeit the security deposit.
8. Notwithstanding anything contained in this document, APDCL reserves the right to accept or reject any Proposal, at any time without any liability or any obligation for such rejection, without assigning any reasons thereof.

9. All rights are vested with the APDCL only for repeal/change/cancel, the whole process of Empanelment without assigning any reasons there for.

xvii. Force Majeure:

1. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Act of God, Governmental restrictions or instructions, natural calamities or catastrophes, epidemics, or disturbances in India.
2. Force Majeure shall not include:
 - a. Any event which is caused by the negligence or internal action of a party or by or of such party's agents or employees, nor
 - b. Any event which a diligent party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations as per the agreement.
 - c. Insufficiency of funds or manpower or inability to make any payment required for execution of services in the contract.
3. A party affected by any event of Force Majeure shall immediately notify the other party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

xviii. Dispute Resolution:

In case of any dispute or differences between the parties hereto arising out of or in connection with the deed of whatsoever nature, the same shall be referred to a Sole Arbitrator to be mutually agreed and appointed by both the Parties. The arbitration shall be held at Vijayawada only. The award as passed by the Sole Arbitrator will be binding on the Parties and the same shall not be challenged on the ground of jurisdiction of the Arbitrator.

xix. Legal:

In case of any dispute, efforts would be made to resolve it amicably. However, if the dispute is not resolved amicably, all disputes will lie in the jurisdiction of Courts within Vijayawada only.

xx. Empanelment Document:

The empanelment document shall be obtained free of cost, from the Office of The Vice-Chairman & Managing Director, APDCL 5th Floor, Next Space Building, Kunchanapalli, Tadepalli Mandal, Guntur - 522501, Andhra Pradesh or it can be downloaded from www.ipr.ap.nic.in or www.apdc.ap.gov.in .

For the downloaded empanelment document, the applicant should give a declaration for not having tampered the downloaded empanelment document.

XXI. Details of Fee:

The Applicant must submit their application by paying ₹ 5,000 (Five Thousand Rupees only, Nonrefundable) in the form of DD from any nationalized bank in favor of the “Chief General Manager - Finance, APDCL” with the checklist of documents listed in ANNEXURE VIII.

XXII. Last Date of Submission of Tender:

The last date of submission of tender would be 4PM on 18th Feb 2022.

SIGNATURE OF THE APPLICANT:

NAME IN BLOCK LETTERS:

DESIGNATION:

DATE:

ADDRESS:

COMPANY SEAL:

BID SUBMISSION PROCEDURE

SUB: Empanelment of Websites with APDCL for Government Advertisements –Reg

Ref: EOI Notice 002/APDCL/RFE - Websites - 01/2022 Dated 4th Feb 2022

1. The bids shall be **accepted only in two bid system** consisting of **Technical Bid** and **Financial Bid**.
2. **One large envelope** superscribed "**Application for Empanelment of Internet Websites with APDCL**" must contain separate sealed envelopes for Technical Bid and Financial Bid.
3. The large envelope should indicate the following clearly:
 - Name of the website
 - Name of the company
 - Name/Contact number/Email ID of the authorized signatory
 - Address of the company
4. **The large envelope should contain** the following **three separate envelopes** bearing the following superscripting:
 - I. **Non-Refundable processing fee** - This envelope should contain a Demand Draft of Rs 5,000/- in name of "Chief General Manager - Finance, APDCL" which is non-refundable processing fee.
 - II. **Financial Bid:** Annexure VII – “Financial Bid - Ad Properties and Quotes” goes in this envelope
 - III. **Technical Bid:** All other documents go in this envelope.
5. The applicants should submit their completed bids within the stipulated time to the following address either by Speed Post/ Registered Post/ Courier/ by hand:

Vice-Chairman & Managing Director,
APDCL 5th Floor, Next Space Building,
Kunchana Palli, Tadepalli Mandal
Guntur - 522501,
Andhra Pradesh.

APPLICATION FORM

DATE:

To,
The Vice-Chairman & Managing Director,
APDCL, 5th Floor, Next Space Building,
Kunchana Palli, Tadepalli Mandal,
Guntur - 522501
Andhra Pradesh

SUB: Empanelment of Websites with APDCL for Government Advertisements –Reg

Ref: EOI Notice 002/APDCL/RFE - Websites - 01/2022 Dated 4th Feb 2022

6. With reference to your empanelment notice, we, having examined all relevant documents and understood their contents, hereby submit our Application for Empanelment of our Website.
7. We acknowledge that the APDCL will be relying on the information provided in the Application and the documents accompanying the Application for Empanelment of Website, and we certify that all information provided in the Application and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
8. This statement is made for the express purpose of empanelment of the website with APDCL.
9. We shall make available to APDCL any additional information it may deem necessary or require for supplementing or authenticating the Application.
10. We declare that:
 - (a) We have examined and have no reservations to the documents, including any Addendum(s) issued by APDCL.
 - (b) Our Team handling APDCL do not have any conflict of interest as mentioned in the Documents.
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in respect of any tender or request for proposal issued by or any agreement

entered with Authority or any other public sector enterprise or any government, Central or State; and

(d) We have taken steps to ensure that in conformity with the provisions of this proposal, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

11. We understand that you may cancel the empanelment process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the website, without incurring any liability to APDCL in accordance with the document.

12. We further certify that regarding matters relating to security and integrity of the country, we have not been charge-sheeted or convicted by any agency of the Government or by a Court of Law for any offence committed by us or by any of our Associates.

13. We agree and understand that the application is subject to the provisions of the EOI document. In no case, shall we have any claim or right of whatsoever nature if the work order is not awarded to me/us or our application is not opened or rejected.

14. In the event of my/our firm being selected as one of the empaneled websites, we agree and undertake to provide the services in accordance with the provisions.

15. We have studied all the documents carefully, we understand that we shall have no claim, right or title arising out of any documents or information provided to us by the APDCL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.

16. We agree and undertake to abide by all the terms and conditions of the Document. In witness thereof, we submit this Application under and in accordance with the terms of the Document.

17. We enclose the following documents:

- a. Empanelment document duly signed in each page and enclosed in token of accepting the empanelment conditions.
- b. DD no. _____ for ₹5,000/- (Rupees Five Thousand only), towards empanelment process fee.
- c. Bank Guarantee for ₹1,00,000/- (Rupees One Lak only), towards security deposit.
- d. Average Unique User Count per month (over the last 12 months exactly proceeding the month of application for empanelment), duly certified by the website's Auditors.
- e. Application Form (Annexure II)
- f. Details of the Applicant (Annexure III)
- g. Agreement (Annexure IV)

- h. Declaration for not having black-listed either by APDCL or by any other Govt. agencies (as per Annexure-V)
- i. Declaration for not having tampered the empanelment document downloaded from the website www.ipr.ap.nic.in or www.apdc.ap.gov.in (Annexure-VI)
- j. The copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of Private / Public Limited Companies. Copy of LLP registration or registered partnership deed in case of Partnership Firm
- k. Copy of PAN allotment Certificate/ PAN Card issued by Income Tax Department in case of Indian Company
- l. Copy of GST Registration certificate

SIGNATURE OF THE APPLICANT:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

SEAL OF THE APPLICANT COMPANY:

Details of the Applicant**(Certified by a Chartered Accountant):****SUB:** Empanelment of Websites with APDCL for Government Advertisements –Reg**Ref:** EOI Notice 002/APDCL/RFE - Websites - 01/2022 Dated 4th Feb 2022

S. No	Particulars	Details
1.	Name of the Website (URL)	
2.	Name of the Owner Company	
3.	Registered Office Address	
4.	Telephone No.	
4.	Email	
5.	Date of Establishment	
6.	Date of Launch of Website	
7.	Date from which the website is in continuous operation	
8.	Average Number of Unique Users/ month for last 12 months.	
	Is the Website India based (Yes/No)	
	If the answer to the above question is no, does the website have wholly owned company registered and operating in India, which looks after their Indian advertisement business. If yes, the details thereof:	

Policy Guidelines for Empanelment of Websites

9.	PAN No.	
10.	GSTN No.	
11.	Bank account details Account holder name: Name of the bank: Branch: IFCS code: Account Number:	
12.	Details of contact person who will work with APDCL	
13.	Name of the Proprietor/ Partners/ Directors	
14.	Name of Authorized Signatory: Position: Telephone: Mobile: Email:	

PLACE:

DATE:

SIGNATURE OF THE BIDDER:

NAME:

DESIGNATION:

COMPANY SEAL:

SIGNATURE OF CHARTERED ACCOUNTANT:

(with seal, membership no. and Address)

UDIN generated by registering the :
certificate attested/certified by CA

Annexure IV

Terms of agreement for engagement with Andhra Pradesh Digital Corporation Limited (APDCL):

SUB: Empanelment of Websites with APDCL for Government Advertisements –Reg

Ref: EOI Notice 002/APDCL/RFE - Websites - 01/2022 Dated 4th Feb 2022

AGREEMENT

This agreement is made onday of..... by and between Andhra Pradesh Digital Corporation Limited (APDCL), 5th Floor, Next Space Building, Kunchana Palli, Tadepalli Mandal, Guntur - 522501, Andhra Pradesh, (herein after referred to as APDCL) of the ONE PART through its Vice Chairman and Managing Director and
.....
(name and registered office address of Social Media Platform or Digital Advertising Agency), (herein after referred to as Vendor which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its representative/successors/executors, administrators and assignees), represented by.....
.....
on the OTHER PART.

AND whereas AP Digital Corporation Limited (APDCL), is the Nodal agency for all State Govt., Departments/Public Undertakings/ Corporations/ Societies/ Local Bodies etc. for advertising (paid and unpaid) on Websites by identifying and selecting suitable Websites through empanelment for releasing Government advertisements with uniform communication strategy of the Government.

AND whereas to improve the digital media outreach of Government, APDCL has empaneled the Websites on the basis of various criterions, terms and conditions and processes.

AND whereas, the Vendor has agreed to provide the service as required by APDCL. THE PARTIES HERETO agree to abide as under:

I. TERMS OF AGREEMENT:

1. The Vendor confirms that it is not suspended/ blacklisted or under the period of suspension by APDCL or any Central/ State Government/ Public Sector Undertaking/ Semi Government organizations in India. The Vendor further agrees to inform APDCL if they are blacklisted / suspended subsequently within 3 days of receiving the suspension order.
2. The Vendor undertakes to make sure that their content is not anti-national / obscene / indecent / antisocial / violative of communal harmony and national integrity etc., or deemed objectionable in any form, or in violation of the extant Cyber Laws of India (Section 67 of the IT Act, 2000 of the Government of India and any other provisions made from time-to-time). Further, since the content on digital media platforms includes user-based content, the Vendor undertakes to moderate/delete the content if it is found to be anti-national / obscene / indecent / antisocial / violative of communal harmony and

national integrity etc., or in violation of the extant Cyber Laws of India (Section 69 of the IT Act, 2000 of the Government of India and any other provisions made from time-to- time).

3. Whenever the company/website's empanelment is cancelled / suspended / debarred by APDCL, the company/website will forfeit the security deposit.

II. PAYMENT TERMS

1. The final payments shall be released only after completion of the campaign, on submission of the final statement of work having been executed as per the approved media plan. No claim will be made for the advance payment.
2. The Vendor agrees to provide/submit the real time as well as dated execution report of the campaign activity along with the quantified outcome of the campaign in the format prescribed by the APDCL.
3. The Vendor agrees to submit the bills/invoice for the activity in the form prescribed by the APDCL.
4. The parties agree that the body of the bill should certify the following:
 - a. The amount claimed in the bill is against the completed activity as per the campaign approved by APDCL.
 - b. The amount claimed in the said bill has not been claimed in the past and there is no duplication of the claim.
5. Third Party Evaluation: Performance of empaneled website in all aspects, shall be evaluated through a third party for authentication of reports. The cost of its evaluation shall be borne by the empaneled websites only.
6. A committee constituted by the APDCL will scrutinize and evaluate the statement of works and commercial estimates received from the empaneled website.
7. The APDCL also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to the APDCL immediately on demand, without raising any dispute/protest.

SIGNATURE OF THE BIDDER:
(With Seal)

NAME:
DATE:

BUSINESS ADDRESS:

NOTARY SIGNATURE:

DECLARATION
(of not having blacklisted)

Ref: EOI Notice 002/APDCL/RFE - Websites - 01/2022 Dated 4th Feb 2022

To,
The Vice-Chairman & Managing Director,
APDCL, 5th Floor, Next Space Building,
Kunchana Palli, Tadepalli Mandal,
Guntur - 522501
Andhra Pradesh

SUB: Empanelment of Websites with APDCL for Government Advertisements –Reg

Certified that M/s...../ the firm /company / website or its partners / shareholders have not been blacklisted as on the date of bid submission by APDCL or by any other State or Union Government Agencies/Departments in India.

SIGNATURE OF THE BIDDER:
(With Seal)

NAME:

DATE:

BUSINESS ADDRESS:

Annexure VI

DECLARATION

(of not having tampered the empaneled document)

Ref: EOI Notice 002/APDCL/RFE - Websites - 01/2022 Dated 4th Feb 2022

To,
The Vice-Chairman & Managing Director,
APDCL, 5th Floor, Next Space Building,
Kunchana Palli, Tadepalli Mandal,
Guntur - 522501
Andhra Pradesh

SUB: Empanelment of Websites with APDCL for Government Advertisements –Reg

I/We _____ having our office at _____
_____ do declare that I/We have carefully read all
the conditions of empanelment document released by APDCL, for the Empanelment of Websites
exclusively for Government Advertisements in Internet Websites as per the conditions.

I/We have downloaded the tender document from the internet site www.ipr.ap.nic.in or
www.apdc.ap.gov.in and I / We have not tampered / modified the application document in any
manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our
application will be summarily rejected, and application will be forfeited and I /We am/are liable
to be banned from doing business with APDCL or prosecuted.

SIGNATURE OF THE BIDDER:
(With Seal)

NAME:

DATE:

BUSINESS ADDRESS:

Financial Bid - Ad Properties And Quotes**SUB:** Empanelment of Websites with APDCL for Government Advertisements –Reg**Ref:** EOI Notice 002/APDCL/RFE - Websites - 01/2022 Dated 4th Feb 2022

	4 Million and above Unique Users per month	
Category A (Large)	Property	Rate (in Rs.)
	300 X 250 Pixels Banner Ad	
	728 X 90 Pixels Banner	
	Fixed Slot (24 hours)	
	Video Ads	Rate in Rs. (per 5seconds)
	Fixed Video Ads (24-hour slot)	Rate in Rs. (per 5seconds)
	2 Million to less than 4 Million Unique Users per month	
Category B (Medium)	Property	Rate (in Rs.)
	300 X 250 Pixels Banner Ad	
	728 X 90 Pixels Banner Ad	
	Fixed Slot (24 hours)	
	Video Ads	Rate in Rs. (per 5seconds)
	Fixed Video Ads (24-hour slot)	Rate in Rs. (per 5seconds)
	0.5 Million to less than 2 Million Unique Users per month	
Category C (Small)	Property	Rate (in Rs.)
	300 X 250 Pixels Banner Ad	
	728 X 90 Pixels Banner Ad	
	Fixed Slot (24 hours)	
	Video Ads	Rate in Rs. (per 5seconds)
	Fixed Video Ads (24-hour slot)	Rate in Rs. (per 5seconds)

Annexure VIII

CHECKLIST OF DOCUMENTS

SUB: Empanelment of Websites with APDCL for Government Advertisements –Reg

Ref: EOI Notice 002/APDCL/RFE - Websites - 01/2022 Dated 4th Feb 2022

S. No.	Checklist	Enclosed (Yes / No)	Comments, if any
1.	Application Form (Annexure II)		
2.	Details of the Applicant (Annexure III)		
3.	Agreement (Annexure IV)		
4.	Declaration of not having blacklisted (Annexure V)		
5.	Declaration of not having tampered the empaneled document (Annexure VI)		
6.	Empanelment document duly signed and stamped in each page (in token of accepting all the included empanelment conditions)		
7.	Duly certified Unique User Count/Month Statement		
8.	Financial Bid - Ad Properties and Quotes (Annexure VII)		
9.	Filled in Checklist of Documents (Annexure VIII)		
10.	Demand Draft of ₹ 5,000 towards empanelment processing fee.		
11.	Security deposit of Rs 1,00,000 (Rupees One Lak only), in the form of a Bank Guarantee.		
12.	Platform/Agency Incorporation / Registration Document		
13.	Copy of Memorandum and Articles of Association / Registered Partnership Deed in case of Partnership firm.		
14.	Copy of GST Certificate		
15.	Copy of PAN Card		