



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
GAUTAM BUDH NAGAR, UTTAR PRADESH**

Request for Proposal

for

Selection of Social Media Management Agency

Issued by:

Greater Noida Industrial Development Authority

Plot No. 1, Knowledge Park IV,
Greater Noida, Gautam Budh Nagar,
Uttar Pradesh – 201308

Disclaimer

This Request for Proposal (RFP) document for Selection of Social Media Management Agency (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **Greater Noida Industrial Development Authority** (hereinafter referred to as "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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1 Data Sheet

1	Name of the Bid	Selection of Social Media Management Agency
2	Time-period of contract	3 years
3	Method of selection	Quality cum Cost Based Selection (QCBS)
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 5,900 including GST (INR Five Thousand and Nine Hundred Only incl. GST)
5	Earnest Money Deposit (EMD)	Refundable amount of INR 1,00,000 (INR One lakh Only)
6	Performance Security	Performance Security shall be deemed to be an amount equal to 10% (ten percent) of the Agreement Value (the "Performance Security") which must be provided in the form of a bank guarantee / FDR from a Nationalised or a Scheduled Bank.
7	Bid Language	English
8	Bid Currency	INR
9	Financial Bid to be submitted together with Technical Bid	Yes
10	Name of the Authority's official for addressing queries and clarifications	Manager, Marketing Department (GNIDA) Greater Noida Industrial Development Authority Plot No. 1, Knowledge Park 4, Greater Noida District Gautam Budh Nagar – 201308, Uttar Pradesh Phone: +91-7838353285 Email: arvindkumar@gnida.in Website: www.greaternoidaauthority.in
11	Proposal Validity Period	180 days from Proposal Due Date
12	Schedule of Bidding Process	
	Task	Key Dates
	Bid Upload Date	11.01.2023
	Bid Start Date	11.01.2023
	Last date of receiving queries	16.01.2023 (05:00 pm) on email id mentioned above
	Pre-bid conference	16.01.2023 (01:00 pm) <i>Meeting ID: 839 8663 4202; Passcode: 123456</i>
	Proposal Due Date (PDD)/ Bid End Date	20.01.2023 (05:00 pm)
	Opening of Technical Bids	23.01.2023 (11:00 am)
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
	Signing of Agreement	To be communicated
10	Consortium to be allowed	No
11	Sub-contracting is allowed	No

2 Instructions to Bidders

2.1 General instructions

2.1.1 Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

2.1.3 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
2. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

2.1.4 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake Selection of Social Media Management Agency.”

3. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

2.1.5 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <https://www.greaternoidaauthority.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

2.1.6 Data identification and collection

1. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
2. It would be deemed that by submitting the Proposal, the Bidder has:
 - i. Made a complete and careful examination and accepted the RFP in totality;
 - ii. Received all relevant information requested from Authority and:
 - iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
3. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.2 Preparation, submission, opening & acceptance of Proposals/e-bids

2.2.1 Language and currency

1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

2.2.3 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:
 - i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
 - ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

2.2.5 Deadline for submission

1. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

2.2.6 Late submission

1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

2.2.7 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in> The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids

submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

2.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.2.9 Selection of the Bidder

1. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

2.2.10 Proposal opening

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

2.2.11 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

2.2.12 Tests of responsiveness

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
 - v. Power of Attorney for Lead Member of Consortium, if applicable
2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

2.2.13 Clarifications sought by Authority

1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.2.14 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 3.5 of this RFP.
2. The Proposal containing the Technical Details in Clause 4 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

2.2.15 Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Performance Security and signing of the contract.
5. The EMD may be forfeited:
 - a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

2.2.16 Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.2.17 Notification of Award

1. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

2.2.18 Performance Security

1. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to one year's quoted license fee in the form of FDR drawn on any Scheduled or Nationalized Bank in favor of GNIDA valid for six months after completion of the Project.
2. Before the contract is awarded to the Agency, an agreement (to be given later) will have to be signed by the Agency at his cost on proper stamp paper.

3 Terms of reference

Greater Noida is a greenfield, modern, integrated city, located about 35 km from the National Capital, Delhi. The Master Plan of this city envisages a population of around 1.2 million by the year 2021. The Greater Noida Industrial Development Authority (GNIDA) is the nodal authority responsible for development and administration of the city.

Greater Noida is being developed as Metro centre providing for quality urban environment, to attract economic activities and population to decongest Delhi. Set-up in January 1991 under the UP Industrial Area Development Act 1976 provided the basic enabling framework for developing an efficient and integrated city. Planning for people is of foremost importance for GNIDA. A city is known through its public spaces and a city, which encourages use of public spaces by vulnerable age groups such as women, children and elderly throughout the day, can be deemed as a sociable inclusive and equitable.

GNIDA plans to hire an social media management agency to create, implement, execute, manage, maintain and update multiple social media accounts for GNIDA. The agency is required to pre-plan a social media strategy for the coming 02 years and execute this action plan to create awareness and buzz about GNIDA and its works and achievements for the general public of the city and surrounding areas.

The Authority invites proposals (the "Proposals") for selection of an Agency (the "Agency") who shall create, implement, execute, manage, maintain and update multiple social media accounts for GNIDA.. The selected Bidder will have to provide requisite structures, competent manpower and services in consultation with GNIDA or any of its designated agency as detailed out further in this section.

The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein in this document.

3.1 Scope of services

The scope of services, but not limited, to be taken up by the Agency are mentioned as below.

1. Agency will be responsible for complete takeover of the existing Social Media channels of GNIDA & maybe required to create new channels and accounts in collaboration with respective division/component and manage, set up by deploying persons with requisite qualifications and skills-set.
2. Management of Facebook, Twitter, YouTube Blogs, Instagram and other social media identities for the departments/divisions of GNIDA.
3. The Agency will be responsible for creation of aesthetic and meaningful content in the form of digital slides, graphs/charts, presentations, editing of video/ audio clips etc. from the raw inputs received from various components of GNIDA and other sources so as to upload this in all types of social media platforms.
4. The agency will also be required to create on an average one creative audio/ video clip of 30 seconds to 3-minute duration, once a week (52 Videos in a year) on any of the subjects either indicated by the GNIDA or suggested by the agency on the issues related to GNIDA. The responsibility of shooting the video, if required, shall lie with the agency. The content should be such that it could be uploaded or played on all social media platforms.
5. Uploading of new & other creative contents on various social media platforms such as Facebook, YouTube, Google, twitter etc. Or any new platforms/ tools/ features emerging in future and ensure enhanced market reach and digital marketing.
6. Create social media strategy to increase traffic to sites and applications/services to deep rural level for primary and secondary stakeholders for GNIDA.
7. Create awareness/ conversations about the trending topics across all social media platforms.
8. Ideate and execute regular topical campaigns related to various sectors.
9. Getting to know newer/ better/ viral platforms for social media engagement and suggesting strategies to GNIDA accordingly.
10. Agency has to be regularly involved in populating, publishing and updating the content as and when required on 24X7 basis. The frequency of information will be on a continuous and daily basis.

11. Generate awareness & buzz about GNIDA's activities and engage citizens over initiatives and probe them for participation and spreading it further.
12. The persons deployed will have to be in regular touch with concerned officers of divisions for any planned event, new report releases and new schemes launched and publish them online.
13. Round the clock running of social media sites, updating, analysing social media trends, moderation and intervention as and when required.
14. Feedback/ comment management on regular basis, moderation of pages on regular basis to keep the social media site free from spam/ advertisement/ inappropriate contents, appropriate tagging etc.
15. Expanding the reach & penetration of activities, citizen participation via social media & SEO.
16. Manage response on social accounts through setting up standard response management processes in coordination with GNIDA Officials.
17. Feedback, messages, and any other communication received from visitors to the sites shall be responded only in consultation with respective department heads or officers concerned from time to time by regular follow ups.
18. Agency should be able to develop interesting and domain related content in a meaningful way, while targeting all sorts of stakeholders.
19. Agency should ensure that significant posts made by the public on all the GNIDA's social networking platforms are monitored on a real time basis and is brought to the notice of the designated official on daily basis. The agency shall be responsible for keeping a log of the complaints received on these platforms and the replies/ comments from the departments. Such report shall have to be shared with higher officers on weekly basis.
20. Agency should coherently plan and design campaigns and competitions with all divisions and departments, so as to have correct information to be broadcasted with better social outreach.
21. Agency should be able to provide detailed analytics & reports (but not limited to) details in terms of traffic analysis, follower growth and patterns, sentiment analysis, topic and source analysis, influencer score etc. about Social Media activities on all platforms and people engagements.
 - a. Use appropriate Reports to track social media sites and monitor social media sentiments.
 - b. Monitor and track overall trends on various social media platforms.
 - c. To generate reports in various formats like graphs, charts etc.
 - d. Use tools for perfecting.
22. Agency would also be responsible for advertising GNIDA's various schemes, acts and related activities on the social media platforms.
23. Gate Keeping: Moderation of all the platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
24. Media Tracking: Use a good national and international industry standard monitoring tool for analysing comments/ remarks about GNIDA across online media, including websites, forums, blogs, social media platforms, etc.
25. Tagging: Create relevant tagging/ hashtags & linkages of content on the all platforms.
26. Photo Bank: A still Photo Bank with cataloguing needs to be developed consisting of at least 1000 high quality and high-resolution aesthetic photographs (Corbis or Getty Images quality) of relevant activities and events.
27. Copyright: Content shared online must be copyright protected and unauthorized use of this must be monitored. All copyrights will retain with GNIDA. All the media content created, photos & videos collected will bear the copyright of department.
28. Reports: The agency must submit monthly Effectiveness Analysis and MIS Reports to GNIDA on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of GNIDA Platforms and the results achieved.
29. Archives: Management and index of archives in user friendly electronic formats to facilitate easy retrieval. GNIDA will have complete access to the records at all times and all the materials will be the sole property of the Authority (**Bidders to indicate how the archive would be available and maintained**).
30. Amplification: Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Social Media Marketing activity across both Paid Media and Non-Paid Media avenues. Media planning & providing professional inputs and support in buying of media for Social Media Campaigns (Online and Mobile) for running banners, adverts etc. during the period of

Work Order on themes/ subjects to be decided in consultation with GNIDA. This would entail preparing proposals by the agency for buying of the media slots by GNIDA to ensure best of rates and negotiation. Payments for media and any other work would be made only for approved proposals by the Authority.

31. The Agency would be responsible for enhancing the reach of messages and other activities on various social media platforms through organic and paid media so that the content would reach a large set of targeted audience in real time basis.
32. GNIDA will assign a separate maximum budget INR 1,50,000 (Rupees One Lakh Fifty Thousand only) per month for boosting by the social media platform provider, limited to actuals as billed by the social media platform e.g. Facebook, Twitter, LinkedIn etc., towards paid social media activities including Page Fans, Followers, Post Boost, Video Views and social engagement etc. This will be the discretion of GNIDA and the payment shall be made on actuals.
33. The Bidder shall undertake creation and posting of creative posts/ messages etc as required by the Directorate, of the following:
 - a. A minimum of 10 Facebook posts a week (no limit to the number of shares/likes etc.)
 - b. A minimum of 20 tweets a week (no limit to the number of re-tweets and responses)
 - c. A maximum of 2 LinkedIn posts a month.
 - d. Four 6- second non-skippable animated videos per month on YouTube.
 - e. a minimum of 5 posts per week on Instagram (no limit to the number of shares/likes etc.)

Any unutilized spots of creative content from the list above can be carried forward to subsequent weeks/ months for usage, if required.

- i. Executing digital campaigns basis the Social Media strategy and plan and undertaking activities like optimization of campaign, reporting etc.
- ii. Planning and executing a “Key Influencer Program” on Social Media platforms.
- iii. The Influencer program will aim at engaging Top 100 influencers in the fields relevant to the work conducted by Authority.
- iv. The Influencer program will focus on blogs & forums and other social channels.
- v. The Influencer program will need to generate content for social channels and blogs, web listings, directory submissions etc and spread awareness about GNIDA and the Social Media campaign.
- vi. Planning and executing a “Social Media Monitoring Program” on Social Media platforms.
- vii. Social Media Monitoring Program will create and manage a Monitoring platform which will be both predictive and reactive in approach.
- viii. The key Languages to be monitored will be Hindi and English, however, there may be certain very specific requirements for targeted campaigns in regional languages. Such requirements will be few and the GNIDA would provide help in content translation from within.
- ix. Other related and miscellaneous work include providing monthly strategic inputs for creative campaign of GNIDA.
- x. Providing feedback on best practices in marketing and promotion in countries across the world on Social Media.
- xi. The Social Media Platforms Content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc., failure of any one of which shall be considered an incomplete execution of the Work Order.
- xii. The Agency must also be advised that the operation of the Social Platforms shall fall under the purview of the Right to Information Act 2005. Thus, it must understand the laws provided there under and must answer such queries only after due consultation with GNIDA.

Note: Above list is only indicative. Selected agency must undertake and deliver any other event related aspect that GNIDA may brief.

3.2 Payment Terms

Payment shall be made on **monthly basis** after satisfactory report from concerned department. The approval of any report shall be at the discretion of GNIDA. Any penalty imposition or deduction in payment, as and when applicable, shall be levied by GNIDA, on case basis.

3.3 Team

Team with minimum six (06) persons for selection, management and delivery covering the entire range of activities as outlined in the scope of work/deliverables. The number of persons being deployed may be increased or decreased as per requirement of GNIDA with mutual agreement. GNIDA shall provide suitable seating space during office hours for at least 4 persons. These members shall be placed at premises designated and provided by GNIDA. Rest can work from remote location. The selected agency shall arrange Laptop, Mobiles and high-speed internet etc for team members. All deliverables shall be sent to GNIDA electronically, unless otherwise specified.

Sr.	Resource Category	No. of Resources
1.	Communication Media Strategist (Team Lead)	01
2.	Client Servicing Coordinator/ ground activation manager	01
3.	Content writer (Hindi)	01
4.	Content writer (English)	01
5.	Video Designer	01
6.	Graphic Designer/ Still Designer	01
7.	Support Staff	As per the requirement. To be decided by the Agency

Experience, Educational Qualifications & Skills required

(i) Team Skills should include following (but not limited to):

- A creative writer, blogger and social media specialist.
- Strong hold on social media tools and applications
- Ability to design contents (media, audio, image, written etc) and publish
- MIS Reporting Skills in representing and designing Periodical (daily/weekly/monthly) reports on performance of all brand campaigns and participating in all touch points.
- Gap analysis skills to understand improvement opportunities and growing areas in social Media Presence.
- Strong logical skills to manage various stakeholders at various levels in GNIDA and ability to collect information and prepare raw information into proper format.
- Excellent written communication skills.
- Ability to identify and design various digital inclusion programmes to ensure reach of apps, services and new schemes to grass root levels by different media.

Sr	Resource	Min. years of relevant experience	Min. relevant qualifications & project experience
1.	Team Leader	Min. 05 years	Shall have Post Graduate Degree in Mass Communication or Advertising & Marketing. Should have minimum 5 years' experience in managing similar projects (experience in social media and electronic/digital marketing) and should have minimum 2 years' experience in working with any Government/Autonomous/PSU/ Development Authority/ Urban Local Body or similar organization for similar projects of social media management.
2.	Social Media Manager/ Researcher/ Client Service Coordinator/ ground activation	Min. 03 years	Shall have Degree / Diploma in Mass Communication or Advertising & Marketing. Should have minimum 2 years' experience in managing similar projects (experience in social media and electronic/digital marketing) and should have minimum 6 months experience in working with any

			Government/Autonomous/PSU/ Development Authority/ Urban Local Body or similar organization for similar projects of social media management.
3.	Design Manager/ Graphic Designer/ Designer Video	Min. 03 years	Shall have Degree / Diploma in Graphic design or similar field. Should have minimum 2 years' experience in managing similar projects (experience in creating designs/ short clips/ GIFs/ infographics/ slogans/ content writing etc.) and should have minimum 6 months experience in working with any Government/ Autonomous/ PSU/ Development Authority/ Urban Local Body or similar organization for similar projects of social media management.
4.	Content Writer English/ Content Writer Hindi	Min. 02 years	Shall have relevant certificate from institute of repute/ course/ degree in Content Writing or similar. Should have minimum 2 years' experience in managing similar projects and should have minimum 6 months experience in working with any Government/ Autonomous/ PSU/ Development Authority/ Urban Local Body or similar organization for similar projects of social media management
5.	Support Staff	Min. 01 years	Graduate/Post-Graduate in any field. Should have minimum 1 year experience with similar projects of social media management.

3.4 Deliverables

The Agency must provide with a detailed report and presentation of tasks, process, and findings at every stage along with as required submission listed in Table 1. For closure of each stage, all the submissions by the Agency must be approved and accepted by the Authority.

Table 1: Submissions by the Agency

#	Deliverable	Timeline (T=0) from signing of Agreement/Contract
1	Inception Report	T+07 days
2	Preparation & Submission of detailed plan of action	T+14 days
3	Content creation & deployment	Continuous Work
4	Updating, maintenance, new content creation	Continuous Work

Weekly Progress Reports (WPRs) to be submitted every week indicating the activities remaining/ completed as against the scheduled tasks/ activities.

3.5 Eligibility criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned in below.

#	Minimum Criteria	Documentary Evidence
1	The Firm / Agency/ agencies) should be a registered entity with minimum 5 years of existence on the day of the submission of bid.	Certificate of Incorporation/ Registration; PAN Card; GST Tax; Registration Certificate
2	The Firm / Agency should have an annual average turnover of INR 02 Crores in three consecutive financial years in the last four financial years . (2018-2019; 2019-2020, 2020-2021, 2021-2022)	Audited Balance Sheets and Profit & Loss Statements for the three consecutive financial years in the last four financial years, countersigned by CA
3	In last 5 financial years (starting 2017-18) Firm/ Agency must have completed minimum 2 projects of Social Media Management in Government Sector (Central/State/UT/PSU/Boards). Minimum project value should be equal to or more than Rs 20 Lakh in single work order.	Work Order; Scope of Work; and Client Completion Certificate
4	The Firm/ Agency must have minimum 20 experienced professionals in the area of Social Media Management.	Self and HR Certification on company letter head
5	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Undertaking as per FORM 6
6	Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder	Undertaking as per FORM 7

Note: Proposals not conforming to the above requirements shall be rejected. Only Eligible Bidders will be taken up for Technical Evaluation.

3.6 Technical Evaluation

The Technical Evaluation shall be based on the parameters and weightages as mentioned in the Table below.

NOTE: The Technical Proposal must not include any information related to financial bid, failing which the Proposal will be rejected.

Sr.	Criteria	Marks	Documents to be submitted
1.	Financial capability Annual average turnover in three consecutive financial years in the last four financial years (2018-2019; 2019-2020, 2020-2021, 2021-2022). (audited financial statements to be submitted): <ul style="list-style-type: none"> • INR 02 crores – 04 crores (10 marks) • INR 04 crores and above (15 marks) 	15	Form 2 and Audited Financial statements from Chartered Accountant or Statutory Auditory
2.	Total experience in Social Media Management <ul style="list-style-type: none"> • 5 years – 7 years (10 marks) • more than 7 years (20 marks) 	20	Work order; Scope of Work and completion certificates along with Form 3A (The Agency should only attach the documentation of relevant

			projects that qualify as per the criteria mentioned in the RFP)
3.	Number of social media management projects completed in government agency such as Centre/State Govt /PSUs/Govt. Autonomous Bodies (minimum order value of 20 lakhs shall be considered) <ul style="list-style-type: none"> • 1-2 projects (05 marks) • 3-4 projects (10 marks) • 5-6 projects (15 marks) • More than 6 projects (20 marks) 	20	Work order, Scope of Work and completion certificate along with Form 3A (The Agency should only attach the documentation of relevant projects that qualify as per the criteria mentioned in the RFP)
4.	Experience of Team suggested by the Agency.	15	CVs of the proposed team
5.	Presentation on the social Media strategy for GNIDA. (Schedule will be communicated)	30	
	TOTAL	100	

4 Financial Evaluation

Minimum score of 60 marks is required in the evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. All the firms which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

FOR Quality cum Cost based Selection (QCBS)

Under QCBS, the Technical Proposals will be allotted weightage of 70% while the Financial Proposals will be allotted weightages of 30%.

Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given a financial score that are inversely proportional to their quoted prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

A. Rs. 120.

B. Rs. 100.

C. Rs. 110.

Using the formula $LEC \times 100 / EC$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120 = 83$ points

B: $100 \times 100 / 100 = 100$ points

C: $100 \times 100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as H1 (highest ranked) and recommended for negotiations/approval, to the competent authority.

Annexure A: Standard Forms

FORM 1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide services for [*title of assignment*] in accordance with your Request for Proposal dated [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Selection of Social Media Management Agency for Greater Noida related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM 2: Financial capacity of the Bidder

#	Financial Year	Annual Revenue (in INR)
1.		
2.		
3.		
4.		

Note: Attach audited financial statements as proof of the above figures. The agency shall, as per their published balance sheet, provide 3 consecutive balance sheets for the last 4 financial years.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

<Seal and stamp of the bidder and CA>

FORM 3A: Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Professional fee received by the Bidder (in Rs. lakhs)
1			
2			
3			
4			
5			
6			
7			
8			

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

FORM 3B: Eligible Project Details

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of man-months of the assignment:
Address:	Amount of consulting fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Bidders, if any:	No. of professional man-months provided by associated Bidders:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm's Name:	

FORM 4: Bidder’s organization and experience

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

Form-5A: List of Key Personnel

Team Structure:

Sr. No	Position	Proposed Profile	Education Qualification	Years of relevant experience
1	Communication Media Strategist (Team Lead)			
2	Client Servicing Coordinator/ ground activation manager			
3	Content writer Hindi			
4	Content writer English			
5	Designer Video			
6	Designer still/ graphic			
7	Support Staff			

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

Form-5B: CV format

[Please capture all relevant information]

Curriculum Vitae of Key Personnel

The following information should be provided in the format below for each of the key personnel as specified in the document: This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Designation Proposed :	
Name of Firm :	
Name of Staff :	
Date of Birth :	Nationality :
Education :	
Employment Record	
From:	To:
Employer:	
Position Held	
Detailed Task Assigned	
Work undertaken that best illustrates capability to undertake the tasks assigned	

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 6: Declaration

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 7: Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 8: Financial Proposal

[Date]

To: [Name and address of Client]

Subject: Financial proposal

Reference: (Insert name of the project)

Dear Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST shall be as per the terms stated in Clause 1.6 in Annexure B of the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

Annexure B: General Conditions of Contract (GCC)

1. General Provision

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Annexure B
- iii. "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 3.3 of Annexure B
- vii. "Consultant" means the successful bidder with whom the contract shall be or has been signed
- viii. "Eligibility" shall have the meaning set forth in Clause 4.1 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the Client's country/state
- xi. "Key Dates" shall mean the dates mentioned in the Data Sheet
- xii. "LOA" Letter of Award
- xiii. "Official Website" is <https://www.greaternoidaauthority.in/>
- xiv. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xv. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xvi. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvii. "Proposal Validity Period" shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)
- xviii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xix. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xx. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- xxi. "days" means calendar days
- xxii. "weeks" means calendar weeks
- xxiii. "months" means calendar months

1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

1.6. Taxes and Duties

TDS may be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

1.7. Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

Measures to be taken:

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has,

directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.8. Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

1.9. Insurance

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to equipment, property in connection with the Contract; and
- ii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

1.10. Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement/Contract Value per month, subject to a maximum of 10% (ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the consultant or the Performance Security.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

1.11. Performance Security

For the purposes of the Agreement, performance security shall be deemed to be an amount equal to 10 % (ten per cent) of the Agreement Value (the "Performance Security"); which must be provided in the form of a bank guarantee / FDR from a Nationalised or a Scheduled Bank.

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement/ contract value and may be recovered by appropriation from the Performance Security as well. Depending on the severity of the situation, the entire Performance Security may get forfeited.

1.12. Forfeiture of Performance Security by Authority

For successful bidders, the Performance Security submitted may be forfeited under following conditions:

- i. If the consultant violates any such important conditions of the RFP / Contract; or
- ii. If the consultant indulges in such activity which will or may jeopardize the interest of GNIDA in timely finalization of this project; or
- iii. If the liquidated damages are found to be higher than Performance Security Submitted by the consultant.

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both
- iii. Take into account at the time of the conclusion of this Agreement, and
- iv. Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

2.6.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 hereof.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 2.6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Bidder

3.1. Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

3.2. Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

3.3. Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

3.4. Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall,

not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.

- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.5. Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Client

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

5. Payments to the Bidder

5.1. Professional fee and Payments

The total payment due to the Bidder shall be governed by the professional fee as agreed in this Contract and shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

5.2. Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Section 3.

6. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

7. Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District court of Gautam Budh Nagar, Uttar Pradesh.