

RFP for Selection of Agency for Digital Media Planning & Buying for Kumbh 2019



E-Bid Document

Prayagraj Mela Pradhikaran

Issued on: 26-11-2018

Invited by:

Prayagraj Mela Pradhikaran, Triveni Bandh, Daraganj,
Prayag, Prayagraj, Uttar Pradesh

Telephone: +91 532 2500775 / +91 532 2504011

E-mail: kumbhald2019@gmail.com

Disclaimer

This Request for Proposal (RFP) document for Selection of Agency for Digital Media Planning & Buying (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 Prayagraj Mela Pradhikaran, Triveni Bandh, Daraganj,

Prayag, Prayagraj, Uttar Pradesh (hereinafter referred to as “Purchaser”) 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.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and 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. The Purchaser 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 Purchaser 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 Purchaser may deem fit without assigning any reason thereof.

The Purchaser reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Purchaser 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 Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Contents

1	General information	5
2	Data Sheet	6
3	OBJECTIVE / SCOPE	8
4	Terms of reference	9
4.1	Scope of services	9
4.2	Team structure and work plan	9
4.3	Payment schedule, milestones and timelines	10
4.4	Review and monitoring of the Agency's work	10
4.5	Service Level Agreements (SLAs)	10
4.6	Eligibility criteria	11
4.7	Technical evaluation criteria	12
4.8	Financial evaluation	14
4.9	Support from the Prayagraj Mela Pradhikaran	15
5	Instructions to Bidders	16
5.1	General instructions	16
5.1.1	Number of Proposals and respondents	16
5.1.2	Proposal preparation cost	16
5.1.3	Right to accept and reject any or all the Proposals	16
5.1.4	Purchaser reserves the right to reject any Proposal if:	16
5.1.5	Clarification	16
5.1.6	Amendment of the RFP	17
5.1.7	Data identification and collection	17
5.2	Preparation and submission of Proposals	17
5.2.1	Language and currency	17
5.2.2	Proposal validity period and extension	17
5.2.3	Format and signing of Proposals	18
5.2.4	Submission of e-bid/Proposal	18
5.2.5	Deadline for submission	19
5.2.6	Late submission	20
5.2.7	Withdrawal and resubmission of Proposal	20
5.2.8	Selection of the Agency	20
5.3	Proposal opening	21
5.3.1	Opening of Proposals	21

5.3.2	Confidentiality	21
5.3.3	Tests of responsiveness	22
5.3.4	Clarifications sought by Purchaser	22
5.3.5	Proposal evaluation	22
5.3.6	Notifications	22
6	General Conditions (GC) of Contract	23
6.1	General Provisions	23
6.1.1	Definitions	23
6.1.2	Law Governing Contract	24
6.1.3	Language	24
6.1.4	Notices	24
6.1.5	Authorised Representatives	24
6.1.6	Taxes and Duties	24
6.1.7	Fraud and Corruption	24
6.1.8	Limitation of Liability	25
6.1.9	Insurance	26
6.1.10	Liquidated Damages	26
6.1.11	Performance Security	26
6.2	Commencement, Completion, Modification and Termination of Contract	26
6.2.1	Effectiveness of Contract	26
6.2.2	Commencement of Services	26
6.2.3	Expiration of Contract	26
6.2.4	Modifications or Variations	27
6.2.5	Force Majeure	27
6.2.6	Obligations of the Agency	29
6.2.7	Obligations of the Purchaser	30
6.2.8	Payments to the Agency	30
6.2.9	Good Faith and Indemnity	31
6.2.10	Settlement of Disputes	31
7	Technical Proposal - Standard Forms	32
7.1	Form TECH-1: Technical Proposal Submission Form	33
7.2	Form TECH-2: Bidder's Organization and Experience	34
	A - Bidder's Organization	34
	B - Bidder's Experience	34

7.3	Form TECH-3: Description of Approach, Methodology and Work Plan for Performing the Assignment	35
7.4	Form TECH-4: Curriculum Vitae (CV) for the proposed resources	36
7.5	Form TECH-5: Format for Presentation/Demonstration	37
8	Financial Proposal – Cover Letter	38
9	Financial Proposal – Detailed breakup	39
9.1	Total Cost of the Project (In INR)	39
9.2	Details of Manpower cost (In INR)	40
9.3	Details of Other cost including Tools/ Software (In INR)	40
10	Annexure A	41
10.1	Form 1: Financial Capacity of the Agency	41
10.2	Form 2: Eligible assignments of the Agency	41
10.3	Form 2A: Government Project with Value 1 Cr. (or above)	42
10.4	FORM 3: Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector	43
10.5	Form 4: 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.	44

1 General information

Kumbh is one of the world's largest religious gathering and is held on a rotational basis in either of the four riverside towns of Haridwar, Prayagraj, Nasik and Ujjain. The Maha Kumbh is held every 12 years at Prayagraj, with the Ardh (half) Kumbh being organized every 6 years. The last Maha Kumbh took place in 2013 which was attended by an estimated 10 crore people over a two-month period. The next Kumbh is scheduled to be held in Prayagraj in 2019.

The Hon'ble Chief Minister of Uttar Pradesh has declared that the Kumbh at Prayagraj shall be the most memorable event for pilgrims and has given the vision of 'Divya Kumbh, Bhavya Kumbh.'

The Purchaser is keen to realize the vision of the Hon'ble Chief Minister and hence intends to appoint an Agency for **Digital Media Planning & Buying for Kumbh 2019.**

The Request for Proposal (RFP) document for the "Selection of Agency for Digital Media Planning & Buying for Kumbh 2019" can be downloaded from e-procurement website <http://etender.up.nic.in>.

The Purchaser reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

The contact details are:

Prayagraj Mela Pradhikaran

Triveni Bandh, Daraganj,

Prayag, Prayagraj

Uttar Pradesh

Telephone: +91 532 2500775 / +91 532 2504011

E-mail: kumbhald2019@gmail.com

2 Data Sheet

1	Name of the Bid	Selection of Agency for Digital Media Planning & Buying for Kumbh 2019
2	Time-period of contract	3 Months
3	Method of selection	Quality Cum Cost Based Selection (QCBS): 70:30
4	Bid Processing Fee	<p>Non-refundable/Nonadjustable fee of INR 5,000 deposited through bank NEFT/RTGS to Prayagraj Mela Pradhikaran</p> <p>Please note: Exemption has been granted to MSEs (Micro and Small Enterprises registered with National Small Industries Corporation Limited (NSIC) as per G.O No. – 9(14)200SSI(P)- 1 dated March 8, 2011. [Bidders claiming this exemption shall submit a certificate stating their registration with NSIC]</p>
5	Ernest Money Deposit (EMD)	<p>Refundable amount of INR 2,00,000 (Two Lakh Rupees) deposited through bank RTGS to Prayagraj Mela Pradhikaran</p> <p>Please note: Exemption has been granted to MSEs (Micro and Small Enterprises registered with National Small Industries Corporation Limited (NSIC) as per G.O No. – 9(14)200SSI(P)- 1 dated March 8, 2011. [Bidders claiming this exemption shall submit a certificate stating their registration with NSIC]</p>
6	Financial bid to be submitted together with Technical Bid	Yes
7	Name of the Official of Purchaser for addressing queries and clarifications	<p>Shri. Vijay Kiran Anand Prayagraj Mela Pradhikaran Triveni Bandh, Daraganj, Prayag, Prayagraj Uttar Pradesh Telephone: +91 532 2500775 / +91 532 2504011 E-mail: kumbhald2019@gmail.com</p>
9	Proposal Language	English
10	Proposal Currency	INR
11	Schedule of Bidding Process	
	Task	Key Dates
	Release Date	26/11/2018 (12:00 Hrs)
	Bid Submission Last Date	03/12/2018 (12:00 Hrs)
	Opening of Technical Bids	03/12/2018 (16:00 Hrs)
	Technical presentation	To be communicated

	Opening of financial bid	To be communicated
	Commencement of Work	To be communicated
	Minimum Technical Score	60
	Issuance of Letter of Award (LOA)	To be communicated
	Signing of Agreement	To be communicated
12	Consortium to be allowed	No
13	Sub-contracting is allowed	No
14	Account Details	For EMD Account Holder: PRAYAGRAJ MELA PRADHIKARAN Prayagraj Account No. 50434426422 IFSC Code: ALLA0210085 Bank Name: Allahabad Bank, Civil Lines, Prayagraj

3 OBJECTIVE / SCOPE

The purpose of this Request for Proposal is to select a media agency for Kumbh Mela Pradhikaran to manage the digital marketing activities for Kumbh Mela 2019 starting 15th January 2019 till 4th March 2019. Services needed include strategic, research-based creative concepts, creative asset production, media planning and buying, account servicing and general account management.

Kumbh Mela digital channels are:

1. Kumbh Mela Website – <https://kumbh.gov.in/>
2. Kumbh Mela Mobile app
 - a. iOS - <https://itunes.apple.com/us/app/kumbh/id1435760782?ls=1&mt=8>
 - b. Android - <https://play.google.com/store/apps/details?id=com.tact.kumbh>

Social Media Channels: [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

Authority would like to empanel agency for Digital & Social Media Planning and media buying for integrated digital marketing activities which will include:

- Strategic, research based integrated marketing, media planning and media buying
- Coordination and integration with in-house Social media team and relevant departments of Kumbh Mela
- Determine efficient and effective media mix, recommending appropriate media channels to adhere to the KPIs/goals
- Post-buy reporting, analysis and media optimizations
- Content creation and Creative production for specific promotion campaigns to drive traffic
- Drive organic and inorganic traffic with SEO (Search engine optimizations) and ASO (App store optimization) optimizations

The objective for the above activities (and any other suggested by the RFP respondent) should lead to the following outcomes

- Increase awareness and engagement on digital & social channels
- Facebook followers increase
- Twitter followers increase
- Instagram followers increase
- Website visitors increase
- App (iOS and android) installs increase

4 Terms of reference

The Purchaser needs to engage an Agency for Digital Media Planning & Buying for Kumbh 2019. The scope of the Bidder for this Project is specified below.

4.1 Scope of services

- a. Detailed promotion and media strategy including the comprehensive digital / social media planning & buying.
- b. Overall digital campaign planning and execution of promotion of updates/activities of Mela Authority across all digital mediums to promote on appropriate digital communication strategy including media options and formats for digital campaigns.
- c. Managing paid media budgets and optimizing digital accounts (social media) and assets (website and mobile apps)
- d. Executing the digital campaigns based on overall Digital / Social / Mobile Media strategy and undertake activities like optimization of campaign, reporting etc. Digital Media planning & providing professional inputs and support in buying of Digital media (Online and Mobile) for running banners, adverts, videos etc. during the period of Work Order.
- e. Drive organic and inorganic traffic with SEO (Search engine optimizations) and ASO (App store optimization) optimizations
- f. Ability to connect with influential and noted bloggers to write about activities (existing and upcoming) and other feature of kumbh on the official site would be an additional value add to the event

4.2 Team structure and work plan

The Agency shall deploy a qualified and experienced team which will be responsible to achieve the desired outcome from this project.

Agency will submit a preliminary work plan or schedule based on the scope and objective to be met on a contract period of 3 months (Dec 2018 – Feb 2019). The objective of the work plan is to give Kumbh Mela Authority an opportunity to study how proposers would schedule various elements – media, promotion, campaigns and distribute the workload among staff.

The Work Plan should include a schedule for completion of the following project tasks:

- Strategic Planning for Kumbh Mela Promotion
- Digital advertising Campaign Development (with Specific Channel plans)
- Production/Creative Services, restricted to Hindi and English language only
- Media Planning & Buying
- Post-buy reporting and media optimization

The Work plan will be evaluate on the basis KPI's Listed below. All proposal shall define the process of achieving the KPI and incremental timeline on achieving it.

- Increase awareness and engagement on digital channels
- Facebook followers increase

- Twitter followers increase
- Instagram followers increase
- Website visitors increase
- App (iOS and android) installs increase

The Agency will highlight all dependency and the role they would want the Authority will play during the duration of the contract for the day to day execution of the campaigns Overall budget inclusive of all cost and applicable taxes should not exceed 40 Lakhs.

4.3 Payment schedule, milestones and timelines

The overall period of the engagement of the Agency shall be from the date of signing the contract till the Mela completion. Payment terms for complete Agency services with milestones and timelines are shown below:

Payment Schedule		
Milestone	Timelines (T is date of issuing of work order)	Payment to be released
Milestone 1	launch of all paid media campaigns.	
Milestone 2	Achievement of 40% of agreed KPI's	30% of X*
Milestone 3	Achievement of 70% of agreed KPI's	30% of X*
Milestone 4	Achievement of 100% of agreed KPI's	40% of X*
*Note: X: 'X' is the total quoted cost in the commercial bid		

Payments will be made to the Agency, after raising invoice post milestone achievement, in line with the table mentioned above. The resources (Field Team) will work full time at Prayagraj and it is important that the named Project Manager (as well as team) are available for discussions/ meetings at a short notice.

4.4 Review and monitoring of the Agency's work

The Agency's work will be monitored by a **Steering Committee** constituted by the Purchaser. The Committee shall constitute of key officials from the Prayagraj Mela Pradhikaran. The committee shall regularly review and monitor the performance of the Agency. The Agency is also required to submit the weekly progress in connection to the Milestones as mentioned in clause 4.4.

4.5 Service Level Agreements (SLAs)

1. The purpose of this Clause is to define the levels of service provided by the Bidder (also interchangeably referred to as "Agency") to the Purchaser for the duration of the contract. The benefits of this are:
 - a. Start a process that applies to Purchaser and Agency's management attention to some aspect of performance, only when that aspect drops below the threshold defined by the Purchaser
 - b. Help the Purchaser control the levels and performance of Agency's services

2. The service levels are between the Purchaser and the Agency
 - a. Bidder is expected to carry out the project, followed by implementing the strategy to uplift the followers on social media and to implement the project as mentioned in the Scope of Work (Clause 4.1)
3. Service Level Agreement and Targets
 - a. This Clause is agreed to by Purchaser and Agency as per the key performance indicator agreed in the work plan for this project. This may be reviewed and revised mutually by the Purchaser and Agency based on the requirements of the project
 - b. Measurement and reports on target KPIs as agreed in work plan to be used to track and report systems performance on a regular basis.
4. Service level monitoring:
 - a. The Service Level parameters as defined and agreed in work plan shall be monitored on a periodic basis, as per the individual parameter requirements. The Bidder shall be responsible for providing appropriate reports to the Purchaser. In case of severe performance degradation of the system/ services during the contract period, the Bidder will be expected to take immediate corrective action. In case issues are not rectified to the complete satisfaction of Purchaser within a reasonable period of time then the Purchaser will have the right to take appropriate penalizing actions, including termination of the contract
5. Penalties
 - a. Penalties to be imposed on non-compliance with KPIs defined in the workplan agreed between the Purchaser and the Agency.
 - b. A penalty of 20% of the paid amount shall be levied on the paid amount in case of non-compliance to the work plan or failure of achievement of agreed KPI's
 - c. In the event of failure of the Agency to recoup the deliverables in the mutually agreed time frame, the Authority shall be entitled to terminate the contract and forfeit performance security. The Authority may impose additional penalty depending upon the quantum of breach for such cases.

4.6 Eligibility criteria

Authority shall open the "Pre-Qualification Proposal". In case the Bidder does not meet any one of the conditions, the bidder will be disqualified. The prequalification criteria are as mentioned below. The bidder needs to provide supporting documents for each criteria:

#	Basic Conditions	Specific Requirements	Documentary proof to be submitted
1	Legal Entity	1. Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian partnership Act, 1936 or	1. Certification of Incorporation 2. Copy of PAN Card

#	Basic Conditions	Specific Requirements	Documentary proof to be submitted
		<p>the Limited Liability Partnerships Act, 2008.</p> <p>2. Registered with the Income Tax Authorities</p> <p>3. Registered with GST Network</p> <p>4. Should have been operating for the last 5 years</p> <p>5. The Bidder, shall be an agency / entity essentially involved in Creative & Artistic Production & Branding works.</p>	<p>3. Copy of GST registration certificate</p> <p>4. Copy of memorandum and article of association</p>
2	Blacklisting	Bidder should not be blacklisted by any Central / State Government / PSU as of date of submission of this bid	Self-certified letter by the authorized signatory
3	Turnover	<p>Bidder should have had an average annual turnover of at least INR 10 Crores from the last 3 financial years (FY 2015-16, 2016-17, 2017-18).</p> <p>For this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the last three financial years.</p> <p>OR</p> <p>Certificate from the statutory auditor</p>
4	Technical capability	<p>Bidder must have successfully completed at least the following numbers of engagement(s) in last three financial years (FY 2015-16, 2016-17, 2017-18) of value specified herein:</p> <ul style="list-style-type: none"> • One (1) project of similar nature of value not less than INR 50 Lakhs OR • Two (2) projects of similar nature of value not less than INR 30 lakhs each OR. • Three (3) projects of similar nature of value not less than INR 20 lakhs each 	Work order + Self certificate of completion (Certified by the statutory auditor);
5	Experience in Govt./Public Sector	Agency must be on the panel of minimum 2 Govt./PSU Clients	Work order/ Client citation
6	Manpower	The bidder must have in-house Social/Digital Media Planning and Buying capabilities with a minimum of 10 employees	Self-certified letter by the authorized signatory

The Bidders who qualify the eligibility criteria will be eligible for Technical Evaluation and Financial Evaluation

4.7 Technical evaluation criteria

1 Authority shall open the “Technical Proposal” only for the bidders who meet the pre

- qualifications / eligibility requirements.
- 2 Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at Authority discretion.
 - 3 Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. The bidder who score Highest marks in technical evaluation shall be selected
 - 4 The technical qualification criteria are as mentioned below. The Technical evaluation criteria has been divided into 3 (three) parts. The bidders need to submit documents for criteria specific.

#	Criteria	Max Marks	Documents Required
A	Experience of working on projects of similar nature* in last three (3) financial years (FY 2015-16, 2016-17, 2017-18)	30	1. Work order 2. Client citation/ payment realization/ Completion certificate/ proof of project value
A.1	Project cost between 20 Lakhs- 40 Lakhs, 5 marks for each project		
A.2	Project cost between 40 Lakhs- 80 Lakhs. 10 Marks for each project		
A.3	Project cost between 80 Lakhs and above. 15 Marks for each project		
<i>* Projects of similar nature: projects involving campaign for Central / State Government / PSU etc. covering digital media planning and buying (social media, internet marketing, blogs, Influencer etc.).</i>			
B	Turnover - Average Annual Turnover of last three (3) financial years (FY 2015-16, 2016-17, 2017-18)	20	Copy of Audited Certificate from the respective authority
B.1	Between 10 - 20 Crores, 10 marks		
B.2	Between 20 - 50 Crores, 15 marks		
B.3	Above 50 Crores, 20 marks		
C	Technical Presentation: Approx. Budget for Media Plan is 1.5 cr.	50	
C.1	Digital Media Innovations 10 Marks		
C.2	Digital Media Strategy 20 Marks		
C.3	Digital Media Plan 20 Marks		
Total			

The minimum score for qualifying Technical Evaluation will be 60 and all Applicants with more than equal to 60 marks will be called the “Shortlisted Bidders”. The Financial bids of only the Shortlisted Bidder will be opened.

The (project) experiences that would be claimed by the Bidder against any criteria both for eligibility as well as for technical evaluation must have been executed by the Bidder’s legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India.

4.8 Financial evaluation

Under QCBS, the technical proposals will be allotted weightage 70% while the financial proposals will be allotted weightages of 30%

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

Highest points basis: Based on the combined weighted score for quality and cost, the Bidder 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:

In a particular case of selection of Bidder, it was decided to have minimum qualifying marks for technical qualifications as 75 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 75.

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 winner and recommended for negotiations/ approval, to the competent authority.

4.9 Support from the Prayagraj Mela Pradhikaran

During the Project, the Agency shall work in close co-ordination with the Prayagraj Mela Pradhikaran. The Purchaser shall provide (or cause others to provide) the following support to the Purchaser:

1. Regular review and approval of all the documents submitted by the Purchaser.
2. Co-ordination/ support from respective government agencies and other stakeholders if required during the project implementation.
3. Any other Information, support if required to perform the services.
4. Setting up a governance structure for reviewing project updates posted by Agency. .

5 Instructions to Bidders

5.1 General instructions

5.1.1 Number of Proposals and respondents

- 5.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- 5.1.1.2 The RFP is non-transferable and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Purchaser.
- 5.1.1.3 Consortium is not allowed under this RFP.
- 5.1.1.4 Sub-contracting is not allowed

5.1.2 Proposal preparation cost

- 5.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Purchaser will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 5.1.2.2 All papers submitted with the Proposal are neither returnable nor claimable.

5.1.3 Right to accept and reject any or all the Proposals

- 5.1.3.1 Notwithstanding anything contained in this RFP, Purchaser 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.

5.1.4 Purchaser reserves the right to reject any Proposal if:

- 5.1.4.1 At any time, a material misrepresentation is made or discovered, or
- 5.1.4.2 The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- 5.1.4.3 The Bidder does not adhere to the formats provided in Clause 8 to the RFP while furnishing the required information/details.

5.1.5 Clarification

- 5.1.5.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Purchaser and the Project site, sending written queries to the Purchaser, and attending a Pre-Proposal Conference
- 5.1.5.2 Bidders requiring any clarification on the RFP may send their queries to the Purchaser in writing before the date mentioned in the schedule of bidding process. The queries will be sent only 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 on Digital Media Planning & Buying for Kumbh 2019”

- 5.1.5.3 The Purchaser shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the (Proposal Due Date) PDD. The responses will be sent by e-mail. The Purchaser will post the reply to all such queries on the Official Website and

copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

- 5.1.5.4 The Purchaser reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 5.1.5 shall be construed as obliging the Purchaser to respond to any question or to provide any clarification.

5.1.6 Amendment of the RFP

- 5.1.6.1 At any time prior to the Proposal Due Date (PDD), the Purchaser, 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> through a corrigendum and 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. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.
- 5.1.6.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Purchaser may, at its own discretion, extend the Proposal Due Date.

5.1.7 Data identification and collection

- 5.1.7.1 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.
- 5.1.7.2 It would be deemed that by submitting the Proposal, the Bidder has:
- a) Made a complete and careful examination and accepted the RFP in totality;
 - b) Received all relevant information requested from Purchaser and;
 - c) Made a complete and careful examination of the various aspects of the Scope of Work.
- 5.1.7.3 Made a complete and careful examination of the various aspects of the Scope of Work. Purchaser shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

5.2 Preparation and submission of Proposals

5.2.1 Language and currency

- 5.2.1.1 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.
- 5.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

5.2.2 Proposal validity period and extension

- 5.2.2.1 Proposals shall remain valid for a period of ninety (90) days from the Proposal Due Date ("Proposal Validity Period") and Purchaser may solicit the Bidder's consent for extension of the

period of validity, if required. Purchaser reserves the right to reject any Proposal, which does not meet this requirement.

- 5.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Purchaser 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.

5.2.3 Format and signing of Proposals

- 5.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 5.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Purchaser reserves the right to reject any Proposal that is not in the specified formats.
- 5.2.3.3 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.

5.2.4 Submission of e-bid/Proposal

- 5.2.4.1 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 Purchaser. 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.
- 5.2.4.2 The Bidders must follow the following instructions for submission:
- a) 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.
 - b) 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.
 - c) 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 Purchaser 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.

- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) Purchaser reserves the right to cancel any or all e-bids/Proposals without assigning any reason

5.2.5 Deadline for submission

- 5.2.5.1 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 Purchaser 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 Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

5.2.6 Late submission

5.2.6.1 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.

5.2.7 Withdrawal and resubmission of Proposal

5.2.7.1 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.

5.2.7.2 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.

5.2.7.3 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 be 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.

5.2.7.4 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.

5.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

5.2.8 Selection of the Agency

5.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Purchaser, 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 Purchaser in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

5.3 Proposal opening

After the technical evaluation, the Purchaser shall prepare a list of prequalified Bidders in terms of Clause 4.7 and 4.8 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 Purchaser will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

Bidders are advised that selection shall be entirely at the discretion of the Purchaser. Bidders shall be deemed to have understood and agreed that the Purchaser shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

Any information contained in the Proposal shall not in any way be construed as binding on the Purchaser, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

5.3.1 Opening of Proposals

5.3.1.1 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Purchaser, the e –bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that Bid Processing Fee and EMD must be submitted in the prescribed format as specified in the data sheet (Clause 2) within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

5.3.1.2 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

5.3.1.3 The Purchaser will prepare minutes of e-bid/Proposal opening.

5.3.2 Confidentiality

5.3.2.1 Information relating to the examination, clarification, evaluation and recommendation for the Shortlisted Agency shall not be disclosed to any person not officially concerned with the process.

5.3.2.2 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.

5.3.3 Tests of responsiveness

5.3.3.1 Prior to evaluation of the Proposals, Purchaser will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a) It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b) It contains all information as desired in this RFP.
- c) Information is provided as per the formats specified in the RFP.
- d) It mentions the validity period as set out in the "Data Sheet".
- e) Bids are accompanied with non-refundable Bid Processing Fee as stated in the Data Sheet.
- f) The selected Bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 10% of the total contract value in form of Bank Guarantee (BG), which should be valid for 2 months beyond the contract period. The BG shall be returned or extended after the expiry of the contract period as the case may be. The BG can be from any Nationalised or Scheduled bank.

5.3.3.2 Purchaser reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Purchaser in respect of such Proposal.

5.3.4 Clarifications sought by Purchaser

5.3.4.1 To assist in the process of evaluation of Proposals, Purchaser 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.

5.3.5 Proposal evaluation

5.3.5.1 Only Shortlisted Bidders who have been found eligible under Clause 4.7 will be taken up for Financial and Technical Evaluation

5.3.5.2 Submissions from Bidders would first be checked for responsiveness as set out in Clause 5.3.3. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.

5.3.5.3 The Proposal containing the Technical Details of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

5.3.6 Notifications

5.3.6.1 Purchaser will notify the successful Bidder by letter.

6 General Conditions (GC) of Contract

6.1 General Provisions

6.1.1 Definitions

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

- a) "Agreement" or "Contract" means the Agreement/Contract signed by the Parties and all the attached documents, if any
- b) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- c) "Authorised Representative" shall have the meaning set forth in Clause 6.1.5
- d) "Bidder" or "Agency" means any private or public entity that will provide the Services to the Purchaser
- e) "Bid Processing Fee" as mentioned in the Data Sheet
- f) "Confidentiality" shall have the meaning as set forth in Clause 5.3.2
- g) "CV" Curriculum Vitae
- h) "Dispute" shall have the meaning set forth in Clause 6.2.10
- i) "DSC" Digital Signature Certificate
- j) "Effective Date" means the date on which this Agreement comes into force and effect as set forth under Clause 6.2.1;
- k) "Eligibility Criteria" shall have the meaning set forth in Clause 4.7
- l) "EMD" Earnest Money Deposit
- m) "Force Majeure" shall have the meaning set forth in Clause 6.2.5;
- n) "Government" means the Government of Uttar Pradesh
- o) "GST" Goods and services tax
- p) "INR, Re. or Rs." means Indian Rupees
- q) "Key Date" shall mean the dates mentioned in the Data Sheet
- r) "LOA" Letter of Award
- s) "Materials" shall have the meaning set forth in Clause 6.2.6.3
- t) "Purchaser" or "Client" shall mean Office of Prayagraj Mela Pradhikaran Triveni Bandh, Daraganj, Prayag, Prayagraj, Uttar Pradesh
- u) "Party" means the Purchaser or the Agency, as the case may be, and "Parties" means both of them
- v) "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof
- w) "Project" shall have the meaning set forth in the Disclaimer
- x) "Proposal" shall have the meaning set forth in the Disclaimer
- y) "Proposal Due Date" or "PDD" shall mean the date as mentioned in the Data Sheet;
- z) "Proposal Validity Period" shall mean the date as mentioned in the Data Sheet;
- aa) "RFP" means the Request for Proposal document in response to which the Agency's proposal for providing services was accepted

- bb) “Services” means the work to be performed by the Agency pursuant to the Contract
- cc) “Schedule of Bidding Process” means the schedule mentioned in the Data Sheet;

6.1.2 Law Governing Contract

The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India and the Courts in the State in which the Purchaser has its headquarters.

6.1.3 Language

The 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 the Contract.

6.1.4 Notices

- 6.1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to the 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 Authorised Representative of the Party to whom the communication is addressed.
- 6.1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

6.1.5 Authorised Representatives

- 6.1.5.1 Any action required or permitted to be taken, and any document required or permitted to be executed under the Contract by the Purchaser or the Agency may be taken or executed by the officials specified in the Contract.

6.1.6 Taxes and Duties

- 6.1.6.1 Fees shall be inclusive of GST as quoted by the Bidder.

6.1.7 Fraud and Corruption

- 6.1.7.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:
 - a) “corrupt practice” means the 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;
 - b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - c) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
 - d) “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 a contract.

6.1.7.2 Measures to be taken

The Purchaser will cancel the contract if Agency is engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Purchaser will sanction the Agency, including declaring the Agency ineligible, either indefinitely or for this contract only, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

The Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the Letter of Intent or the Agreement, the Purchaser shall reject a proposal, or terminate the Agreement as the case may be, without being liable in any manner what so ever to the Agency, as the case may be, if it determines that the Agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Purchaser shall forfeit EMD, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

Without prejudice to the rights of the Purchaser under Clause 6.1.7 above herein above and the rights and remedies which the Purchaser may have under the Agreement, if Agency, as the case may be, is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or the execution of the Agreement, such Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

6.1.8 Limitation of Liability

6.1.8.1 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 6.2.9 and breach of Clause 6.2.5.2.

6.1.8.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims, even if it has been advised of their possible existence.

6.1.9 Insurance

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

- a) loss of or damage to the Materials;
- b) loss of or damage to equipment, loss of or damage of property in connection with the Contract; and
- c) Personal injury or death of the employees;

6.1.9.2 Any other as applicable The Purchaser does not take any responsibility for insurance coverage in case of any mis-happening.

6.1.10 Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement/contract Value per day, subject to a maximum of 10% ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from the Performance Security.

The Purchaser 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.

6.1.11 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 can be provided in the form of a bank guarantee or cash deposit.

In case any services is not found as per the prescribed Specification as given in clause 4.1, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Purchaser 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 shall be recovered by appropriation from the Performance Security.

6.2 Commencement, Completion, Modification and Termination of Contract

6.2.1 Effectiveness of Contract

The Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

6.2.2 Commencement of Services

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

6.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 6.2.5.5 hereof, the Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

6.2.4 Modifications or Variations

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

6.2.5 Force Majeure

6.2.5.1 Definition

For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Following shall be the events and circumstances of Force Majeure:

- a) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage
- b) The expropriation or compulsory acquisition or seizure of the assets of the Bidder by any governmental instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Bidder of any Indian Law but excluding any change in law.
- c) Act of God epidemic, lightning earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the Bidder's infrastructure generated from any source external to the Bidder due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.
- d) Procedure for Calling Force Majeure: The Bidder shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Bidder knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.
- e) The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Bidder is taking, or proposes to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- f) The Purchaser shall not be liable to make any payments to the Bidder for it being affected on account of Force Majeure.
- g) The Purchaser reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

6.2.5.2 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 the 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 the Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

6.2.5.3 Extension of Time

Any period within which a Party shall, pursuant to the 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.

6.2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of the 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

6.2.5.5 Termination

Either Party may terminate the Agreement 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.

6.2.5.6 By the Purchaser

The Purchaser may terminate the Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 6.2.5.6. In such an occurrence the Purchaser shall give a not less than seven (7) days' written notice of termination to the SI, and fifteen (15) days' in the case of the event referred to in (e).

- a) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within seven (7) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
- b) If the Agency becomes insolvent or bankrupt.
- c) If the Agency, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days.

- e) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.

In the event of termination, the Purchaser reserves the right to get all the jobs or the delayed job completed through another Agency of its choice. Any extra expenditure that the Purchaser will have to incur for completion of the balance job/s through another Agency on account of higher rates quoted by the Agency will be recovered from the by appropriation from the Performance Security or otherwise. Moreover, the Purchaser shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

6.2.5.7 By the Agency

The Agency may terminate the Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) of this Clause 6.2.5.7:

- a) If the Purchaser fails to comply with any final decision reached as a result of arbitration.

6.2.5.8 Payment upon Termination

Upon termination of the Contract pursuant to Clauses 6.2.5.6 or 6.2.5.7, the Purchaser shall make the following payments to the Agency:

- a) payment pursuant to Clause 6.2.8 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 Clause 6.2.5.6, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

6.2.6 Obligations of the Agency

6.2.6.1 Standard of Performance

The Agency 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 and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

6.2.6.2 Confidentiality

Except with the prior written consent of the Purchaser, the Agency 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 Agency 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 Agreement, neither of the parties may disclose to third parties the contents of the Agreement 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 Agreement,
- (b) is subsequently received by the party from a third party who, to the party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- (c) was known to the party at the time of disclosure or is thereafter created independently,
- (d) is disclosed as necessary to enforce the party's rights under the Agreement, or
- (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of the Agreement.

6.2.6.3 Documents Prepared by the Agency to be the Property of the Purchaser

All deliverables in the form of data, software (including source code), designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Agency under the Contract shall, not later than upon termination or expiration of the Contract, be delivered to the Purchaser, together with a detailed inventory thereof.

6.2.6.4 Accounting

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

6.2.7 Obligations of the Purchaser

6.2.7.1 Assistance

The Purchaser shall use its best efforts to ensure that the Government shall provide the assistance required to Agency as specified in Clause 4.10.

6.2.7.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of the Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Agency under the Contract shall be increased or decreased accordingly under the Contract.

6.2.8 Payments to the Agency

6.2.8.1 Professional fee and Payments

The total payment due to the Agency shall be governed by the Contract price (as determined by the financial quote in the RFP stage).

6.2.8.2 Terms and Conditions of Payment

Payments will be made to the account of the Agency and according to the payment schedule stated in the RFP. The payment shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Purchaser shall pay (other than taxes imposed on Agency's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6.2.9 Good Faith and Indemnity

- 6.2.9.1 The Parties undertake to act in good faith with respect to each other's rights under the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the Contract.
- 6.2.9.2 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.

6.2.10 Settlement of Disputes

- 6.2.10.1 The Contract shall be governed by, and construed in accordance with, the laws of India.
- 6.2.10.2 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 the Contract or its interpretation.

6.2.10.3 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.

The venue of arbitration shall be in Prayagraj, Uttar Pradesh.

The language of arbitration proceedings shall be English.

Any Dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Prayagraj, Uttar Pradesh.

Courts located in Prayagraj shall have exclusive jurisdiction to settle Dispute arising under this Agreement.

7 Technical Proposal - Standard Forms

- TECH-1 Technical Proposal Submission Form
- TECH-2 Bidder's Organization and Experience
 - A Bidder's Organization
 - B Bidder's Experience
- TECH-3 Description of the Approach, Methodology and Work Plan for performing the assignment
- TECH-4 Curriculum Vitae (CV) for Project Manager and Application Lead
- TECH-5 Format for presentation

7.1 Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Purchaser]

Dear Sirs:

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

Authorised Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

7.2 Form TECH-2: Bidder's Organization and Experience

A - Bidder's Organization

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

B - Bidder's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this assignment]

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

7.3 Form TECH-3: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (Maximum 30 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Capacity building and Manpower deployment plan, along with contingency plans*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

d) Work Plan. In this chapter you should propose the main activities of the assignment, duration, and milestones schedule the proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

e) Capacity building and manpower deployment plan, along with contingency plans. In this chapter you should mention the detailed plan, which include contingency plans for non-availability of manpower and non-functioning of hardware/software/infrastructure, if any. .

7.4 Form TECH-4: Curriculum Vitae (CV) for the proposed resources

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
From [Year]: _____ To [Year]: _____
Employer: _____
Positions held: _____
11. **Detailed Tasks Assigned**
[*List all tasks to be performed under this assignment*]
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]
Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

7.5 Form TECH-5: Format for Presentation/Demonstration

The Bidder presentation should comprise of following contents:

1. About the organization (max 1 slide)
2. Compliance to the Eligibility Criteria (max 2 slides)
3. Experience in relevant projects (max 2 slides)
4. Approach and Methodology including technical solution components (max 6 slides)
5. Strategy to increase the number of followers and spread the awareness among the citizen (max 2 slides)
6. Working demo of Application and how the complete system will be used
7. Work plan (max 2 slides)
8. Capacity building and manpower deployment plan, along with contingency planning (max 3 slides)
9. Other relevant information if any

8 Financial Proposal – Cover Letter

[Date]

To: [Name and address of Purchaser]

Subject: Financial proposal

Reference: (Insert name of the project)

Dear Sirs,

We have read and examined the RFP document with the Scope of Work, Instructions to Bidders and General Conditions of Contract.

We hereby quote for the Prayagraj Mela Purchaser of the services specified in the RFP at an overall cost of INR_____ (IN NUMBERS and WORDS) (to be derived from the detailed breakup as mentioned in Clause 9) including all relevant taxes.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document.

Provisions for the taxes (GST, etc.) and reimbursable expenses and annual escalation shall be as per the terms stated in Clause 6.1.6 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 Purchaser is not bound to accept any proposal that is received.

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

9 Financial Proposal – Detailed breakup

This format needs to be submitted along with the financial proposal cover letter. Detailed breakup of financial proposal as below:

9.1 Total Cost of the Project (In INR)

Sr. No.	Components	Cost (In INR)	Taxes/ GST on the component (In INR)	Total Cost (In INR)
		A	B	C=A+B
1	Manpower			
2	Other Cost including Tools/ Software			
	Total			
	Grand Total: Amount in Word			

9.2 Details of Manpower cost (In INR)

Sr. No.	Profile	Monthly Cost (A)	Number of resources (B)	Duration of engagement (in Months) (C)	Total Cost (D=AXBXC)
1	Project Manager		01	03	
2	Campaign Planner		01	03	
3	Digital Media Expert		01	03	
4	Support Staff		04	03	
	Total				
	Grand Total: Amount in Word				

9.3 Details of Other cost including Tools/ Software (In INR)

Sr. No.	Components	Cost (A)	Number of Units (B)	Total Cost (C=AXB)
1	Component 1			
2	Component 2			
3	Component 3			
4	Component 4			
	Total			
	Grand Total: Amount in Word			

10 Annexure A

10.1 Form 1: Financial Capacity of the Agency

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

Note: Attach audited financial statements as proof of the above figures.

10.2 Form 2: Eligible assignments of the Agency

#	Name of Project*	Name of Client	Professional fee received by the Agency (in INR crore)
1.			
2.			
3.			
4.			
5.			

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

10.3 Form 2A: Government Project with Value 1 Cr. (or above)

#	Name of Project*	Name of Client	Professional fee received by the Agency (in INR crore)
1.			

** The Bidder should provide details of only that assignment which has been undertaken by it under its own name.*

10.4 FORM 3: Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “Selection of Agency for Digital Media Planning & Buying for Kumbh 2019”

(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 **“Selection of Agency for Digital Media Planning & Buying for Kumbh 2019”**, 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:

10.5 Form 4: 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 “Selection of Agency for Digital Media Planning & Buying for Kumbh 2019”

(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 “Selection of Agency for Digital Media Planning & Buying for Kumbh 2019”, 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: