



**Swachh Bharat Mission and State Mission for Clean Ganga, Uttar Pradesh
(SMCG – UP)**

Urban Development Department
(Government of Uttar Pradesh)
Plot No 18, Sector -7, Gomti Nagar Extension,
Lucknow-226010.
Telephone: 0522-2838108;
Website: <http://www.smcg-up.org>

NIT No.02/SMCG-UP/2019-20 Date : 24.10.2019

**Request for Proposal for Hiring of Communication
Agency/Advertising Agency for Development & Implementation of
Communication Campaign for the Swachh Bharat Mission (Urban)
and Namami Gange Programme,
State Mission for Clean Ganga-Uttar Pradesh**

RFP No. : 02/SMCG-UP/2019-20
Issued on : 24.10.2019

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I. NOTICE INVITING TENDER (NIT)

State Mission for Clean Ganga-UP

Plot No-18, Sector-7, Gomti Nagar Extension,
Lucknow, Uttar Pradesh 226010, e-mail: apd@smcg-up.org

NIT No. **02/SMCG-UP/2019-20** date **24.10.2019** (Hiring of Communication Agency/Advertising Agency for Development & Implementation of Communication Campaign for the Swachh Bharat Mission (Urban) and Namami Gange Programme)
(National Competitive bidding through e-Tendering mode only)

State Mission for Clean Ganga-UP, (hereinafter called “the Employer”) hereby invites bids on Two-bid systems through e-tendering for “**Hiring of Communication Agency/Advertising Agency for Development & Implementation of Communication Campaign for the Swachh Bharat Mission (Urban) and Namami Gange Programme,**” under Namami Gange Program and Swachh Bharat Mission in the State of Uttar Pradesh from experienced Firms/Organizations/Agencies excluding those firms who have been declared as non-performing or blacklisted/ debarred for specified period or against whom such action is under process by Central/State Government or it’s Undertakings. Details of Package are as under:

Name of Work	Estimated Cost (INR) (In Lakhs)	Bid Security (INR) (In Lakhs)	Period of Contract
Development & Implementation of Communication Campaign for the Namami Gange Programme and Swachh Bharat Mission (Urban)	6000/-	14.50/-	3 Years

*This will be maximum work that will be allocated to the hired agency. This may vary on actual basis .

“The Scope of Work includes mainly “Designing and implementation of Namami Gange and Swachh Bharat Mission communication campaign”

1. It is mandatory for all the bidders to have class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid)**) from any of the licensed Certifying Agency Bidders can see the list of licensed CA’s from e-Tendering Portal <https://etender.up.nic.in>) to participate in e-tendering.
2. To participate in the e-bid, it is mandatory for the Bidders to get themselves registered with the e-tendering portal (<https://etender.up.nic.in>) [**Registration of cost as per rule and there is no Tender Processing Fee**].
3. To Participate for bidding, bidders have to pay non-refundable tender document fee of **Rs. 10000/-**(Rupees Ten thousand only) through Demand Draft favoring “**Project Director, State Mission for Clean Ganga-UP**” payable at Lucknow OR through RTGS favouring “**Project Director, State Mission for Clean Ganga-UP**” in “**Union Bank of India, A/c No 5351020508000052 IFSC code UBIN0553514 at P.N Road Lucknow (UP)**”.

4. The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified above in the form of **Bank Guarantee OR Bank Fixed Deposit Receipt (FDR) OR Through RTGS** must be submitted in favour of “**Project Director, State Mission for Clean Ganga-UP**” payable at Lucknow or in bank account as mentioned at para-3:
5. The Detailed Bid Documents/RFP can be viewed and downloaded from the website (<https://etender.up.nic.in> and www.smcg-up.org) from **28/10/2019 to 18/11/2019**.
6. The last date of online submission of the Bid **18/11/2019 upto 15.00 Hrs** (as mentioned on the e-Portal only) (“**Bid Due Date**”). The Bids would be opened on **18/11/2019 at 15.30 Hrs** Online at O/o State Mission for Clean Ganga-UP, Lucknow. Representatives of the bidders (maximum of two) who choose to attend, may attend the online opening of the bids on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids.
7. The Bid should be submitted Online in the prescribed format of Bid Document uploaded in the Website. No other mode of submission is acceptable. Conditional bids would be rejected.
8. The Corrigendum/Addendums/Amendments/Clarifications to the Bid Document/ RFP, if any will be hosted on the above website (<https://etender.up.nic.in> and www.smcg-up.org) only. For any clarification, the following office may be contacted:

**O/o Project Director,
State Mission for Clean Ganga
Plot-18, Sector-7, Gomti Nagar Extension, Lucknow,
Telephone/ 0522-2838108, e-mail:- apd@smcg-up.org**
9. Joint Venture firms are not allowed to participate in Bidding.
10. State Mission for Clean Ganga-UP reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

**Project Director
State Mission for Clean Ganga-UP
Uttar Pradesh**

II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and SMCG-UP/SBM(U) in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the tender document.
4. The bidder shall be a company/firm/LLP/private agency/ proprietorship/partnership firms as per the registration under Ministry of Corporate Affairs.
5. Joint Venture/ Consortium of entities is not allowed.
6. Bidders who themselves do not meet the technical and financial experience criteria as stipulated in the Bid Evaluation Criteria (BEC) cannot be considered that the bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also not be considered on the strength of its 100% subsidiary.
7. The parent/subsidiary company of the bidder should on its own meet the technical and financial experience criteria as stipulated in the Bid Evaluation Criteria (BEC) and should not rely for meeting the technical or financial experience criteria on its parent/subsidiary / sister subsidiary/co-sub subsidiary company or through any other arrangement.
8. **Preparation of Bids**
 - i. **Language:** Bids and all accompanying document shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
 - ii. **Form of Bid:** The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
 - iii. **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.
9. **Clarifications by Bidders**
 - i. Bidders requiring any clarification on the tender document may contact sms@smcg-up.org in writing by e-mail/ post/ courier within such date as specified in the Schedule of Bidding Process.
 - ii. SMCG-UP/SBM(U) shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, SMCG-UP/SBM(U) reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring SMCG-UP/SBM(U) to respond to any query or to provide any clarification.
 - iii. At any time prior to the Bid Due Date, SMCG-UP/SBM(U) may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document

by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the website of SMCG-UP(www.smcg-up.org) and UP e-tender portal (<https://etender.up.nic.in>) and shall be binding on Bidders and shall form part of the RFP document.

10. Format and Signing of Bid

- i. The proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the "Authorized Representative" as detailed below:

- By a partner, in case of a partnership firm and/or a limited liability partnership;
- By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation;

A copy of the Power of Attorney certified under the hands of a Partner or Director of the Bidder and notarized by a notary public shall accompany the Proposal.

- ii. The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by SMCG-UP/SBM(U), or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/singed by the authorized Signatory.

- iii. The proposal shall be properly bound, indexed and serially numbered.

11. Submission of Bids

- i. The bidder shall submit their proposal through UP e Procure website <https://etender.up.nic.in> under Single Bid, two submission basis i.e. Technical Bid with Tender Fee (e-Tender document fee) of Rs. 10,000/- alongwith EMD of Rs. 14,50,000/- and Financial Bid, complete in all respect, in separate file uploads the title for both the bid documents should be "**Request for Hiring of communication Agency/Advertising Agency for Development & Implementation of Communication Campaign for the Swachh Bharat Mission (Urban) and Namami Gange Programme, State Mission for Clean Ganga, Uttar Pradesh**".

- ii. Proof of submission of Tender Fee , EMD shall be submitted in a sealed envelope by 3:00 PM on or before the date of submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, NIT No, Bid due date and time". Name and address of the bidder should also be indicated on the envelope. without Proof of submission of Tender Fee , EMD shall be Bid will be summarily rejected.

- iii. The bid documents should be uploaded on the UP e-Procure website **on or before 18.11.2019 upto 3.00PM**. The Bids shall not be accepted beyond the stipulated date and time under any circumstances what so ever.

- iv. **Validity of Bid:** The bid must remain valid and open for acceptance for a period of **120 days** from the date of opening of Bid.

12. Late and Delayed Bids:

- i. Bids must be received not later than the date and time stipulated in the tender document. SMCG-UP/SBM(U) may, at its discretion, extend the deadline for submission

of bids in which case all rights and obligations of SMCG-UP/SBM(U) and the bidder will be the same.

- ii. Any bid received by SMCG-UP/SBM(U) after the deadline for submission of bids, as stipulated above, shall not be considered.

13. Opening and Evaluation of Technical Bid

- i. Process of e-bid (Technical Proposal) opening shall take place in the Office of The Project Director on the date of opening of Technical bids (Pre-qualification bids) stipulated in the e-tender schedule, in presence of the bidders' representatives who choose to be present.
- ii. The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the RFP document. Bids will be evaluated based on the information submitted by bidder. However, SMCG-UP/SBM(U) reserves the right to seek clarification/documents from the bidders, if SMCG-UP/SBM(U) considers it necessary for proper assessment of the bid.
- iii. **The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of 70 percent or more out of 75 (seventy five), shall qualify and will be invited for technical presentation on their Proposal at a date/time to be specified and conveyed by the Authority. The presentation would be made by team members identified to work with the Authority. Based on the presentation, SMCG-UP will assign a technical presentation score up to 25 marks, and shall be ranked from highest to the lowest on the basis of their technical score (St).**
- iv. Bidders ranked as aforesaid, shall be short-listed for financial evaluation in the second stage.

14. Opening and Evaluation of Financial Bid

- i. Process of e-bid (Financial Proposal), opening shall take place in the Office of the Project Director on the date of opening of Financial bids (which shall be communicated to technically qualified bidders at a later stage), in presence of the bidders' representatives who chose to be present.
- ii. The selection of the bidder shall be based on QCBS method in which weightage of Technical score shall be 70% and weightage of Financial score shall be 30%.
- iii. The lowest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of the other Proposals will be computed as follows:
$$Sf = 100 \times Fm/F$$

(F = amount of Financial Proposal)
- iv. Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:
$$S = St \times 70\% + Sf \times 30\%.$$
- v. The Bidders having the highest combined score shall be the successful bidder.

- vi. Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the LOA. In such an event, SMCG-UP/SBM(U) reserves the right to,
- a) Invite the second ranked bidder and negotiate upon the following scenario, or
 - b) Take any such measure as may be deemed fit in the sole discretion of SMCG-UP/SBM(U), including annulment of the Bidding Process.

15. Right to accept any Bid and to reject any or all Bids

- i. SMCG-UP/SBM(U) is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate/cancel the tendering process.
- ii. SMCG-UP/SBM(U) may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/department/institutions/local bodies/municipalities/PSUs, etc.
- iii. SMCG-UP/SBM(U) may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

16. Award of Contract

- i. SMCG-UP/SBM(U) will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- ii. SMCG-UP/SBM(U) will communicate the Successful Bidder by email confirmed by letter transmitted by registered/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which SMCG-UP and SBM(U) will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- iii. The Successful Bidder will be required to commence the assignment at the earliest as communicated by SMCG-UP/SBM (U) in this regard.
- iv. The Successful Bidder will be required to execute the contract for the services within a period of fifteen (15) days from the date of issue of Letter of Award.
- v. The Successful Bidder shall be awarded the contract for three years with review after two years.

16. Earnest Money Deposit and Performance Security

Earnest Money Deposit (EMD)

1. The bidder shall deposit Earnest Money Deposit (EMD) for an amount of **Rs.14,50,000/-** (Rupees Fourteen Lakhs Fifty Thousand only) in the form of FDR/Bank Guarantee issued by Nationalized scheduled bank or through RTGS in favour of 'Project Director, State Mission for Clean Ganga – Uttar Pradesh, payable at Lucknow along with the submission of the bid (The bidders are required to upload EMD BG copy along with their Technical proposal or else their bid submission shall be deemed incomplete and will be summarily rejected for further evaluation). The EMD will remain valid for a period of forty-five days beyond the

- final bid validity period. SMCG-UP/SBM(U) shall not be liable for payment of any interest on the EMD. If required by the SMCG-UP/SBM(U), bidders will have to extend validity of their EMD.
2. The earnest money shall be furnished as a part of bid/earnest money/bid security in the amount specified in the NIT in the form of bank guarantee/bank fixed deposit receipt or RTGS in favor of "Project Director", State Mission for Clean Ganga-UP payable at Lucknow
 3. Tender Document must be accompanied by an Earnest Money of Rs. **Rs.14,50000/-** (Rupees Fourteen Lakhs Fifty Thousand only) in form of Bank Guarantee or Bank Fixed Deposit Receipt or Through RTGS of Nationalized scheduled bank in favour of "Project Director", State Mission for Clean Ganga – UP payable at Lucknow for 45 days beyond the bid validity period. Bid not accompanied by earnest money shall be summarily rejected. EMD in the form specified in Bid Document shall only be accepted. No interest is payable on the Earnest Money Deposit.
 4. Scheduled commercial bank should be approved by RBI having a net worth not less than INR 500 Crore as per the latest annual report of the bank. In case of foreign bank (issued by a branch in India) the net worth in respect of the Indian operations shall only be taken into account. It shall be valid for 45 days beyond the validity of the bid.
 5. Any tender not accompanied by EMD shall be rejected.
 6. Bidder(s) who are registered with NSIC/MSME are exempted from furnishing the EMD. For such case, copy of the valid registration certificate must be enclosed with the bid.
 7. The EMD shall be returned to unsuccessful Bidders latest by on or before the 30th day after award of the contract.
 8. EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
 9. EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by SMCG-UP/SBM(U).

Performance Security

- I. The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is **10% of total project cost**) in the form of Bank Guarantee from a Scheduled Bank in acceptable form in favour of 'Project Director, State Mission for Clean Ganga Uttar Pradesh' payable at Lucknow. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Performance Security is provided at **Annexure-C**.
- II. Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

17. Schedule of Bidding Process

SMCG-UP/SBM(U) would endeavour to adhere to the following schedule:

S. No	Activity Description	Date
1.	Issue of Tender	24.10. 2019
2.	Last Date for Submission of Bids	18.11.2019, up to 03:00 PM.
3.	Date for Opening of Technical Bids	18.11.2019, at 03:30 PM.
4.	Date for Opening of Financial Bids	To be notified later

18. Pre-qualification and Tendering

- i. The Department reserves the right to:
 - i. Amend the scope of work and value of any contract(s) to be tendered, in that event only those prequalified applicants/bidders who meet the amended requirements will be invited for tendering.
 - ii. Reject or accept any application.
 - iii. Cancel the pre-qualification process and reject all applicants. The Department shall neither be liable nor be under any obligation to inform the applicant/bidder of the grounds for such action like rejection, cancellation or amendments.
- ii. Applicants/Bidders who have qualified in the pre-qualification criteria will be informed about the Department's decision in writing and via e-procurement web site <http://etender.up.nic.in>
- iii. The technical bid of only those contractors/bidders shall be opened who will qualify the eligibility criteria of pre-qualification as mentioned in pre-qualification document for evaluation of Technical & Financial Capability. The date of opening of financial bid shall be informed via e-procurement web site <http://etender.up.nic.in> and via email to only those contractors who emerge successful in prequalification bid.
- iv. Successful bidder's EMD will be adjusted against the security money to be deposited at the time of signing of the agreement. In case, the successful bidder furnishes the required security money in full at the time of signing of the agreement, the earnest money submitted with the bid will be returned when the agreement has been signed.
- v. The Tender Document
 - a. The e-bid prepared by the bidder, as well as all correspondence and documents relating to the e-bid, exchanged by the bidder and the department shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-bid. If any other language is used, it shall be accompanied by a translation into English/Hindi language, duly signed and certified by bidder, as the true translation, which will be used for interpreting the information.
 - i. Amendment(s) of e-Tender Document:
 1. At any time prior to the deadline for submission of e-bid, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-tender document by amendment(s). For such amendment(s) written "Addendum/Corrigendum(s)" shall be issued copy of which shall be simultaneously uploaded on the e-procurement website <https://etender.up.nic.in>. All such Addendum/corrigendum(s) shall become an integral part of e-tender document. The relevant clause(s) of the e-tender document shall be treated as amended accordingly.

2. It shall be the sole responsibility of the prospective bidders to check the website <http://etender.up.nic.in> regularly for amendment(s), if any, in the e-tender document, failing which the responsibility of any error arising out of such negligence shall rest with the bidder.
 3. In order to allow prospective bidders a reasonable time to take the amendment(s) into account in preparing their e-bids, the department, at its discretion, may extend the deadline for the submission of e-bids. Such extension(s) shall be uploaded on the e-procurement website <http://etender.up.nic.in>.
- ii. Preparation & Submission of Bid:
1. The tender/bid submission module of e-procurement website <https://etender.up.nic.in> shall enable the bidders to submit their duly filled e-bids online in response to this e-tender from the bid submission start date and time till the bid submission end date and time stipulated in the e-tender schedule.
 2. Bidders may please note very carefully that till such time that a fresh agreement is drawn up embodying the agreed conditions, the conditions given in this tender document shall govern the contract.
 3. Bidders are required to examine carefully all instructions, forms, terms & conditions and specifications in the e-tender document and prepare the tender in accordance with requirements thereof. Failure to furnish all information as per the e-tender document or submission of e-bid not responsive to the e-tender document in every respect will be at the bidder's risk and shall result in rejection of the said e-bid.
 4. A bid deviating in any respect from the condition etc. specified in this tender document or found to be containing terms/conditions other than those in tender documents, shall be taken as a conditional bid and shall be liable for rejection.
 5. Format of e-bid: The bidder shall prepare one electronic copy of the Technical & Financial evaluation cum Technical bid e-bids (comprises of Vol-I) and financial e-bid (Vol-II) each separately.
 6. Any corrections in the documents/bank instruments, if required at all, shall be countersigned by the bidder/bank official.
 7. The documents designated to be uploaded shall be physically signed at all places indicated.
 8. Signing of e-bid: The e-bid document shall be digitally signed, at the time of loading, by the bidder or a person or persons duly authorized to bind the bidder to the contract. All the pages/documents of the e-bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-bid. The individual, physically and digitally signing the tenders and/or other documents, should be either:
 - a) The sole proprietor of the firm or constituted attorney of such sole proprietor.
 - b) Constituted attorney of the firm, if it is a company under the meaning of Company Law, a scanned copy of the power of attorney should be attached.
 - c) Managing Director/President/Chairman/Company Secretary in case of a Limited Co. having authorization for committing the

- company from its Board of Director or as is required under Company Law.
- d) President or Secretary in case of registered co-operative society having such power through Law/Bylaws or by special resolution. Scanned copy of the sole proprietorship declaration/power of attorney/ authorization / resolution / bylaws, as the case may be, must be submitted with Part-I of e-bid. This document shall not be more than one-year-old as on date of opening of Technical & Financial evaluation cum Technical bid. It should also contain address and mobile number of authorized person.
9. For participating in e-bid through the e-tendering system it is necessary for the bidders to be the registered users of the e-procurement website <https://etender.up.nic.in>. The bidders must obtain a User Login ID and Password by registering themselves with U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow, if they have not done so previously for registration.
10. 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 submission activities. Registering the digital signature certificate (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 homepage with the login ID and Password with which he/she has registered.
11. For successful registration of DSC on e-procurement website <https://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 <https://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 submission date starts. The department shall not be held responsible if the bidder tries to submit his/her e-bid at the moment before end date of submission but could not submit due to DSC registration problem.
12. The bidder can search for active tenders through "search active tenders" link, select 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, from "My tenders" folder, the bidder can place his/her e-bid by clicking "pay offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and price schedule/bill of quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format.
13. 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 tender fee and EMD offline payment details. After entering and saving the tender fee and EMD details form so

that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-bid form and technical specification details) and financial (e-bid form and price schedule/BOQ) schedules/packets given in the tender details. The details of the demand draft or any other accepted instrument which is to be physically sent in original before opening of technical e-bid, should tally with the details available in the scanned copy and the date entered during e-bid submission time otherwise the e-bid submitted will not be accepted.

14. Next the bidder should upload the technical e-bid documents for fee details (e-tender fee and EMD), Qualification details. Before uploading, the bidder has to select the relevant digital signature certificate. He/she may be prompted to enter the digital signature certificate password (PIN), 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. The required documents for each document label of technical (fee details, qualification details, e-bid form and technical specification details) and financial (e-bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
15. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid 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 documents are protected, stored and opened by concerned bid openers only.
16. After successful submission of e-bid document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid 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.
17. The bidders are strongly advised to undergo training regarding submitting of e-tenders at U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow at any working day, which is free of cost. The training given to them regarding submitting of e-tenders is to be followed strictly while submitting their bids. Notwithstanding the contents of relevant paragraphs regarding bid submission / withdrawal, training given by U.P. Electronics Corporation Ltd., regarding submission/withdrawal/ re-submission of e-tenders will be final. Responsibility of having adequate knowledge of the process and latest changes incorporated, if any, rests with the bidder and the department shall not, in any manner, be responsible for any error or non-submission/withdrawal of a bid on this account.
18. Deadline for submission of e-bid: e-Bid (Part-I & Part-II Financial Bid) must be submitted/uploaded by bidders at e-procurement website <https://etender.up.nic.in> not later than the time specified on the prescribed date. The server time displayed in the Bid management window on the e-procurement website <https://etender.up.nic.in> will be

the time by which the e- bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid submission date and time is over, the bidder cannot submit his /her e-bid. The department may, at its discretion, extend this deadline for submission of e-bid by amending the e-bid document, in which case all rights and obligations of the department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Bidders are advised to start bid submission process well in advance so that they can submit their bids in time. Delay in submission of bid due to any reason during e-bid submission process, shall be responsibility of the bidder.

19. Withdrawal and Resubmission of e-bid:

- i. At any point of time, a bidder can withdraw his/her e-bid submitted online before the bid submission end date and time. For withdrawing 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 <https://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.
- ii. No e-bid may be withdrawn after the deadline for submission of e-bids during the period of e-bid validity. If a bidder desires to withdraw his tender before the expiry of the validity period, the department may agree to allow such withdrawal but in such a case the earnest money shall be forfeited. If the department does not allow such withdrawal and accepts the tender and the bidder fails to perform his part of the contract, the earnest money deposited shall be forfeited besides other consequences for breach of the contract.
- iii. The bidder can re-submit his/her e-bid as when required till the e-bid submission end date and time. The e-bid submitted earlier will be replaced by the new one. The earnest money details submitted by the bidder earlier will be used for the revised tender and the new bid summary generated after the successful submission of the revised tender will be considered for evaluation purpose. 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 <https://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.

- iv. The bidders can submit their revised e-bids as many times as required by uploading their e-bid documents within the scheduled date & time for submission of e-bids.
- v. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids. No request for consideration of any alteration in finally submitted offer shall be entertained.
- vi. In case of any change in Cash assets, Technical staff, Tools & Plants or change in partners, or constitution of a Company, address of communication or telephone nos. etc. after submission of documents the same shall be intimated to the department immediately.

III. ELIGIBILITY AND EVALUATION CRITERIA

S. No.	Criteria	Document Required
1	The bidder should be a registered entity with minimum 5 years of existence on the day of submission of bid.	<ul style="list-style-type: none"> • Copy of certificate of Incorporation/Registration Certificate • PAN card along with Income Tax Returns (ITR) for last 3 years. • GST Registration certification. • INS Accreditation certificate • DAVP Empanelment Letter. • UPID Empanelment Letter.(optional)
2	The bidder should have a minimum average annual turnover of INR 18 Crores during any 3 consecutive financial years out of last 4 financial years i.e. from FY 2015-16to 2018-19.	Copy of audited balance sheet and profit and loss account for the respective three financial years must be submitted along duly signed and stamped by a Chartered Accountant) ,with summary as cover page on bidder's letter head. If an organization follows an accounting year, other than the financial years it may clarify and submit relevant documentation for its three consecutive accounting years.
3	The bidder should have a positive net worth for the past 3 financial years.	Certificate of Net Worth duly attested by a practicing Chartered Account.
4	In the last three years, bidder should have completed the following number of jobs during single financial year with the same client of Communication/Advertising on Government /PSU/ Private Sector One job with single client of value INR 16 Crore Or Two Job with two different clients of value INR 12 Crore each. Or Three Jobs with three different clients of value INR 8 Crore each. The ongoing projects are also considered as eligible projects where progress of work completed is more than 80%.	Original experience/completion certificate or notarised copy of certificate duly signed by authorized signatory of similar assignments carried out . For 80% completed projects, evidence of payments receipt amounting to 80% of total work order cost or Client certificate shall be submitted.
5	The bidder should have done work in the area of ATL and BTL with public /private listed companies.	Original experience/completion certificate or notarised copy of certificate duly signed by authorized signatory of similar assignments carried out .
6	The bidder must have minimum 10 experienced professionals on its payroll <u>at least for past 1 year as permanent employees</u> in the area of Communication/Advertising	PF/ESI enrollment list, CA certificate may be provided in such cases

	agency.	
7	The bidder must have an established office in Lucknow. If it doesn't have an office at the time of submission of the bid, it should establish it within one month of signing the MoU.	Self-certification
8	Bidder must not be blacklisted by Govt. of India/ Central PSUs as on the date of submission of the bid.	Affidavit as per Annexure-III. (The bid shall be summarily rejected if the firm not furnish an affidavit on a Non-judicial stamp paper)

Evaluation Criteria:

S.No.	PARAMETERS	MAXIMUM MARKS (100)	SUPPORTING DOCUMENT/REMARKS
I.	Average annual turnover during the last three consecutive financial years.	20	CA Audited Average Annual Turnover
1a	INR >18 crore to <= 25 crore	15	
1b	INR >25 crore to <= 35 crore	17.5	
1c	INR >35 crore and above	20	
II.	Relevant experience in handling advertising/ mass media campaign/ social media assignments for Government/ Private Sector (Ongoing projects that are 80% complete will also be considered) in the last 5 years.	10	Project Experience Document with Work Order and Completion Certificate
2a.	04-06 Nos. of project	5	
2b.	07-09 Nos. of project	8	
2c.	10 Nos. and above	10	
III.	Project Value of last 3 cumulative years in handling advertising/ mass campaign/ social media assignments for Government/ Private Sector (Ongoing projects that are 80% complete will also be considered.)	10	Work Order clearly indicating the Project Value in INR
3a.	INR 16 Crore- 24 Crore	5	
3b.	Above 24 Crores <= 36 Crores	8	
3c.	Above 36 Crores	10	
IV.	Previous experience of projects.	15	Project Experience Document with Work Order/ Completion / Client Certificate (Description of Work shall include type of work as per evaluation requirement)
4a.	Relevance (doing IEC of Govt. sponsored Mega projects) of past projects with the	10	

	proposed project.		
4b.	Most successful campaign carried out for the three clients – (Case studies) in the recent past.	5	
v.	<p>(a) Team members who are permanent employees of the agency, having been on the payroll before the date of bid and who will work for SMCG-UP/SBM(U) additional members may be appointed (at local office)</p> <p>(individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) is taken into account in the technical evaluation of the Firm's proposal as mention in RFP)</p>	20	Detail Curriculum Vitae/Resume (AnneureVII)
5a.	<p>Project Manager / Team Head/ Account Director (1)– Post Graduate preferably MBA with at least 10 years' proven track record of planning, monitoring, liasoning and coordination, client management.</p> <p>Education = 1.0 mark (PG = 1.0 mark) Work Experience = 2.0 marks (10 yrs. = 1.0 mark, <10yrs to >15yrs = 1.5 marks, <15 yrs to >20 yrs.= 2.0 marks)</p>	3	
5b.	<p>Creative Director (1) - Post Graduate in Commercial Art with at least 10 years' work experience in heading creative department for advertising / media / communications with demonstrated experience in devising communication campaigns.</p> <p>Education = 1.0 mark (PG = 1.0 mark) Work Experience = 1.5 marks (10 yrs = 1.0 mark, 10yrs and above = 1.5 marks) Certifications =0.5 marks (Domestic Certifications =0.2 marks and International Certifications 0.3 marks)</p>	3	

5c.	<p>Graphic Designer (1) –Post Graduate in Graphic Design / Fine Arts/ Multimedia with at least 5 years’ work experience in Advertising.</p> <p>Education = 1.0 mark (PG=1.0 mark)</p> <p>Work Experience = 1.5 marks (5 yrs. = 1.0 mark, 5 yrs. and above = 1.5 marks)</p> <p>Certifications = 0.5 marks (Domestic Certifications =0.2 marks and International Certifications =0.3 marks)</p>	3	
5d.	<p>Social Media Specialist (1) - Post Graduate in Communications / Marketing / Journalism preferably knowledge of Media Analytics at least 3 years’ experience in designing and managing content on social media.</p> <p>Education = 1.0 mark (PG = 1.0 mark)</p> <p>Work Experience = 1.5 marks (3 yrs.=1.0 mark, 3yrs and above=1.5 marks)</p> <p>Certifications = 0.5 marks (Domestic Certifications =0.2 marks and International Certifications =0.3 marks)</p>	3	
5e.	<p>Content Writer-Hindi (1) - Post Graduate in Communication / Hindi Language with at least 5 years of experience in Hindi content writing for different media campaigns</p> <p>Education = 1.0 mark (PG =1.0 mark)</p> <p>Work Experience = 1.5 marks (5 yrs. = 1.0 mark, 5yrs and above =1.5 marks)</p> <p>Certifications = 0.5 marks (Domestic Certifications =0.2 marks and International Certifications =0.3 marks)</p>	3	
5f.	<p>Media Manager (1) - MBA in Communications / Public Relations from a reputed institute with at least 10 years of experience in Media Planning of major national/multi-national/ accounts’ will be preferred.</p> <p>Education = 1.0 mark (MBA = 1.0 mark)</p> <p>Work Experience= 1.5 marks (10 yrs.=1.0 mark, 10yrs and above = 1.5 marks)</p> <p>Certifications = 0.5 marks (Domestic Certifications =0.2 marks and International Certifications =0.3 marks)</p>	3	

5g.	Translator (1) – Graduate with at least 5 years of experience in translation of documents from English to Hindi/Hindi to English. Education = 1.0 mark (Graduate = 1.0 mark) Work Experience = 1.0 mark (5 yrs.=0.5 mark, 5 yrs. and above = 1.0 mark)	2	
VI.	Understanding of TOR, Approach & Methodology combined with a detailed presentation on proposed project comprising the following: Note: Bidder have to creat project scope , approach, implementation work plan, innovative activities, campaigns events and creatives separately for SMCG-UP as well as SBM(Urban)	25	Presentations for only those bidders will be called for who score minimum 70% marks in the Technical Evaluation points I to V cumulatively.
6a.	Project Scope and Approach	5	
6b.	Project Implementation Work plan	5	
6c.	Project Innovative activities/campaigns/events	5	
6d.	Project Creatives (Sample Approach and Design)	10	

The team member can be from any location however they need to be at the local office during the execution .

IV. TERMS OF REFERENCE

A. NamamiGangeProgramme

a. Background:

The Government of India (GoI) has conceived the **Namami Gange Programme** for River Ganga (Rejuvenation, Protection and Management) as comprehensive management of the river. It is an Integrated Mission of Government of India and this ambitious programme was approved as "Flagship Programme" by the Union Cabinet on 13th May 2014 with 100 per cent Central share and budget outlay of Rs. 20,000 crores. The **Namami Gange Programme** will adopt a river-basin approach and has been given a multi-sectoral mandate to address both water quantity and quality aspects. The aim is to attain the twin objectives of effective abatement of pollution, conservation and rejuvenation of the revered River Ganga and all its tributaries under one umbrella. The NamamiGangeProgramme has resolved that by year 2020 no untreated municipal sewage or industrial effluent will be discharged into River Ganga. The number of places for public out reach activity shall be based on the requirement of the evnts

The programme focusses on 7 thrust areas like pollution abatement, river front development, conservation of bio-diversity & afforestation, river development, capacity building, research and monitoring and spreading awareness along with 21 action points comprising interventions of determining and maintaining environmental-flow, up-gradation and management of sewerage treatment plants, Ghat repair, rural sanitation, industrial pollution abatement, development of Ganga Grams, development of Ghats, creation and modernization of crematoria, river-front development, afforestation etc. with distinctive **emphasis on communication and public outreach activities to clean and rejuvenation River Ganga.**

The NamamiGangeProgramme has been divided into 3 levels:

1. Short-Term Activities (for immediate visible impact):
 - River Surface cleaning
 - Modernization, renovation of Ghats and Crematoria
2. Medium-Term Activities (to be implemented within 5 years of time frame for quantum improvement in river quality):
 - Municipal sewage management
 - Bio-diversity conservation
 - Afforestation
 - Ganga Gram
 - Industrial Effluent Management
 - Water Quality monitoring
 - Rural Sanitation
3. Long-Term Activities (to be implemented within 10 years for ensuring adequate flow of water):
 - Adequate water flow
 - Improved efficiency of surface irrigation

- Increased water-use efficiency

b. Context:

Given the broad range of investments/projects planned and being implemented in state, State Mission for Clean Ganga - Uttar Pradesh (erstwhile Uttar Pradesh State Ganga River Conservation Agency) is interested in engaging a professional advertising agency to develop **state-specific** Communications Campaign in the State aimed at **building broad support for the Clean Ganga mission in general and other investments/projects in particular** as the speed of implementation and long-term sustainability will of these investments will depend significantly on the support and participation of local stakeholder groups. It is expected that the Communications Campaign will also **help facilitate such behavior change in stakeholders as is needed to secure the sustainability of these investments and to attain the goals of keeping the Ganga River clean**. This would, for example, include targeted messaging to help improve behavior around disposal of ritual waste, solid waste management in cities, as well as the obligations of city households to connect to the sewage disposal networks/Septage management system.

c. Objective of the Assignment:

- Build broad understanding of and support for the Clean Ganga mission in general to help facilitate such behaviour change in stakeholders as needed to secure the sustainability of these investments and to attain the goals of keeping the Ganga River clean.
- Create awareness at the household and community level on safe disposal of sewer/septage so that it does not pollute the environment, including river and drinking water.
- Motivate households to connect their house connections with existing sewer network.
- Fostering a culture of consultations and communications among the diverse water and sanitation service providers at the city and state level towards the abatement of pollution in the Ganga.

To sum up, the proposed Communications Campaign will aim at:

- (i) Meet the goals and objectives of the National Mission for Clean Ganga (NMCG) and State Mission for Clean Ganga – Uttar Pradesh (SMCG-UP)
- (ii) Create mass awareness around the NamamiGangeProgramme
- (iii) To raise awareness about the need and necessity for Ganga Rejuvenation, River Development and Environment Protection.
- (iv) Make people aware about various initiatives and activities that are linked to Ganga rejuvenation and environment and also the manner in which people can contribute to the cause of Ganga Rejuvenation.
- (v) To allay the apprehensions, misconception if any, prevailing amongst people and portray the efforts of Ganga Rejuvenation towards in proper perspective

- (vi) To enhance brand image of SMCG-UP and position SMCG-UP as a rallying point for people's participation in the task of Ganga Rejuvenation
- (vii) Build broad understanding of and support for the Clean Ganga mission in general to help facilitate such behaviour change in stakeholders as needed to secure the sustainability of these investments and to attain the goals of keeping the Ganga River clean.
- (viii) Create awareness at the household and community level on safe disposal of sewer/Septage so that it does not pollute the environment, including river and drinking water.
- (ix) Strengthen public support for the city investments by actively communicating their proposed benefits, activities, and benefits.

d. Duration of Assignment:

The duration of the contract is for three years with review after two years.

e. Scope of Services:

i. Rapid Diagnostic of Communication Needs

Conduct a rapid assessment of the perception, attitudes and communication needs of various stakeholder groups in the State, including but not limited to: general public living in the city; communities dependent on the river for livelihood such as boatmen, fisherfolk, ghat priests etc.; city officials and elected representatives; visiting pilgrims and tourists; businesses and industries; sanitation workers; NGOs and Civil Society Organizations; faith-based organizations and ashrams etc.; school and college students.

ii. State specific Communications Campaign & Action Plan

Based on the diagnostic available from the above exercise prepare a comprehensive 360-degree Communications Campaign that includes a time-bound Action Plan. It is envisaged that the Communications Campaign will require an effective mix of mass communications, advocacy (general and targeted), community mobilization, ground-level activation, and social messaging. The tools will range from the mass media and social media platforms to direct interaction with targeted audiences and strategic media engagement. The Communications Campaign will align its messaging to the national Communications Strategy commissioned by NMCG and to any national-level communications campaign launched by NMCG.

iii. Preparation of Creative Content:

Creativity of the campaign concept offered and its innovativeness and efficacy in addressing the key target groups will be the major selection criteria.

As the actual type and number of various creative outputs will be guided by the strategy proposed by the Agency in the Communication Action Plan and as accepted by the SMCG-UP, the commercial offer from the Agency shall include the items provided below in the table of 'Description of Suggestive Deliverables/Work' which are considered minimum requirements at this stage with some final variations. The selected consultant will be required to propose variations to the materials on completion of the delivery of the output. Unit costs proposed for the following items will be used for arriving at any

additional contract variations for finally agreed products. The placement of the creative content in media will be done through the selected agency.

B. Swachh Bharat Mission (Urban)

a. Background:

The Swachh Bharat Mission (SBM) emanates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9th June 2014: “We must not tolerate the indignity of homes without toilets and public spaces littered with garbage. For ensuring hygiene, waste management and sanitation across the nation, a “Swachh Bharat Mission” will be launched. This will be our tribute to Mahatma Gandhi on his 150th birth anniversary to be celebrated in the year 2019.”

The programme is being implemented by the Ministry of Urban Development, Government of India. Under the aegis of the Government of Uttar Pradesh, it is being implemented on ground by the State Mission Directorate / Urban Local Bodies Directorate.

The mission is on a steady path to achieve its primary target of ODF cities across the country by 2nd October, 2019. Sustaining the gains made in these years will depend significantly on capacities of states and ULBs in scaling up of innovations and best practices, resource mobilization from both public and private sectors, standardization of service level benchmarks, and enhancing community engagement systems, processes and platforms to promote demand generation for safe sanitation.

The key thrust of the programme is primarily on 6 major issues: -

1. Elimination of open defecation.
2. Eradication of Manual Scavenging by converting insanitary toilets to sanitary.
3. Modern and Scientific Municipal Solid Waste Management.
4. To effect behavioral change regarding healthy sanitation practices.
5. Awareness generation about sanitation and its linkage with public health.
6. Capacity Augmentation for ULB's to create an enabling environment for private sector participation.

b. Context:

Given the broad range of investments/projects planned and being implemented in state, Uttar Pradesh State Mission Directorate (SBM-U) is interested in engaging a professional advertising agency to develop **state-specific** Communications Campaigns in the state aimed at **building broad support for the Sanitation Mission in general and other investments/projects in particular** as the speed of implementation and the will for sustainability of these investments would depend significantly on the support and participation of local stakeholder groups. It is expected that the Communication Campaign will also help facilitate such behavior change in stakeholders as is needed to

secure the sustainability of these investments and to attain the goals of keeping the state clean. This would, for example, include targeted messaging to help improve behavior of masses around the subject of sanitation and its linkage with public health, building open defecation free cities, disposal of ritual waste, solid waste management in cities, adoption of healthy sanitation practices as well as the obligations of city households to connect to the sewage disposal networks/Septage management system.

c. Objective of the Assignment

- To ensure positive and sustainable behaviour change amongst masses by influencing their mindsets for adoption of healthy sanitation practices.
- To increase visibility of Swachh Bharat Mission-Urban using effective channels of communication and enhancing the SBM brand's top of mind recall across various stakeholders.
- To effectively disseminate information about Swachh Bharat Mission's various initiatives to regional and national media.
- To create a buzz around a clean, litter-free and open defecation free Uttar Pradesh.
- Initiate a visible behaviour change in terms of safe sanitation practices including end of open defecation, safe solid and liquid waste management and handwashing at critical times before eating and after defecation.

To sum up, the proposed Communications Campaign will aim at:

Meeting the goals and objectives of the Swachh Bharat Mission (Urban).

- Create mass awareness around the Swachh Bharat Mission (Urban).
- To raise awareness about and the need and necessity of eradication of open defecation & sanitation and for Ganga Rejuvenation, River Development and Environment Protection.
- Make people aware about various initiatives and activities that are linked to Swachh Bharat Mission (Urban) and also the manner in which people can contribute to the cause sanitation and hygiene in the state.
- To allay the apprehensions, misconception if any, prevailing amongst people on hygiene & sanitation and its link with public health.
- To enhance brand image of SBM(U) and position SBM(U) as a rallying point for people's participation in the task of sanitation and hygiene maintenance.
- Build broad understanding of and support for the Swachh Bharat Mission(Urban) in general to help facilitate such behaviour change in stakeholders as needed to secure the sustainability of these investments and to attain the goals of adoption of hygienic behavioural practices and keeping the state clean.
- Create awareness at the household and community level on safe disposal of solid and sewer/septage so that it does not pollute the environment.
- Initiate a visible behaviour change in terms of safe sanitation practices including end of open defecation, safe solid and liquid waste management and handwashing at critical times before eating and after defecation.

- Strengthen public support for the city investments by actively communicating their proposed benefits, activities, and benefits.

d. Duration of Assignment:

The duration of the contract is for two years. It may be extended up to one year with the terms and conditions mutually agreed between the parties.

e. Scope of Services:

i. Rapid Diagnostic of Communication Needs

Conduct a rapid assessment of the perception, attitudes and communication needs of various stakeholder groups in the state, including but not limited to: general public living in the city, slum dwellers, contractors, members of resident welfare groups, municipal corporation officers, ward counselors, sanitation workers, vacuum truck operators, masons, businesses and industries, NGOs, civil society groups, school and college students, various departments like Water Supply and Sewerage Dept., Sanitation Department, District Pollution Control Board, Housing and Urban Development Dept., Health and Family Welfare Dept., Information and Public Relations Dept., Water Supply and Sewerage Dept. etc.

ii. State specific Communications Campaign & Action Plan

Based on the diagnostic available from the above exercise prepare a comprehensive 360-degree Communications Campaign that includes a time-bound Action Plan. It is envisaged that the Communications Campaign will require an effective mix of mass communications, advocacy (general and targeted), community mobilization, ground-level activation, and social messaging. The tools will range from the mass media and social media platforms to direct interaction with targeted audiences and strategic media engagement. The Communications Campaign will align its messaging to any campaigns undertaken at the national-level by Swachh Bharat Mission (Urban).

iii. Preparation of Creative Content:

The actual type and number of various creative outputs will be guided by the strategy proposed by the Agency in the Communication Action Plan and as accepted by SBM(U), the commercial offer from the Agency shall include the below mentioned items which are considered minimum requirements at this stage with some final variations. The selected consultant will be required to propose variations to the materials on completion of the delivery of the output. Unit costs proposed for the following items will be used for arriving at any additional contract variations for finally agreed products. The placement of the creative content in media will be done through the selected agency.

C. Description of Suggestive Deliverables / Work

(The following minimum creative outputs are required by SMCG-UP and SBM(U) from Agency, however, this **suggestive list is not exhaustive and may vary as per the need of the programs** and is based on yearly basis.)

S.N.	Deliverable	Description	Quantity	SMCG-UP	SBM(U)
1.	Television/Multimedia advertisement film spots	Twelve sixty seconds aimed at inspiring and informing general audiences about the both the programmes and other programme related issues with 40, 30, 20 and 10 seconds aimed specifically at creating awareness about programme objectives. For more noticeability & visibility celebrity endorsement may also be undertaken.	12	7	5
2.	Informational/Instructional Flyers	On topics to be mutually agreed but could possibly include the state of pollution in the river; "Ganga-friendly" religious practices, improved civic sanitation practices, eradication of Open Defecation and Solid Liquid Waste Management	8	4	4
3.	Radio Spots	<ul style="list-style-type: none"> • Sixteen 60 second Generic spot (Hindi and/or any other local language) <ul style="list-style-type: none"> ➤ Edited to 40,30, 20 & 10 second versions • Eight 60 second spot aimed at religious pilgrims (Hindi and/or any other local language) <ul style="list-style-type: none"> ➤ Edited to 40,30, 20 & 10 second versions • Eight 60 second spot aimed at citizens/households to encourage improved sanitation/sewage practices/solid waste 	32	16	16

		management (Hindi and/ or any other local language) ➤ Edited to 40, 30, 20 & 10 second versions.			
S.N.	Concept, Design, Copy and Lay Out				
4.	Print Advertisement	Fifty Full page Colour – Hindi or in English ➤ Adaptable to half page Twenty Quarter page Colour - Hindi or in English	70	30	40
5.	Outdoor Advertisement	<ul style="list-style-type: none"> • Hoardings - English, Hindi and/or local language • Banners – English, Hindi and/or local language • Wall Paintings – Hindi and/or the local language • Bus Board – Hindi and/or the local language • Kiosks 	130	56 (10 Hoardings, 8 Banners, 8 Wall Paintings, 10 Bus Board, 20 Kiosks)	74 (15 Hoardings, 12 Banners, 15 Wall Paintings, 12 Bus Board, 20 Kiosks)
6.	Design and Layout for Project specific Branding Materials	<ul style="list-style-type: none"> • Annual Report/Booklet • Range of Posters – in Hindi and/or the local language & English • Signage at ghats /project area • Brochures etc. • Folders • Stickers • T-Shirt & Cap • Wall Calendar & Desk Calendar • Jacket • Invitation Card 	As per the requirement		

7.	Development of script for NukkadNataks/Street Plays on various themes	Scripts in Hindi language duration 30 to 45 minutes to be developed for folk troupes Note:- Bidder have to quote only the script charges	12	6	6
8.	Photography	Full Day Shoot (Indoor) & Outdoor shoot inclusive of Drone(Inclusive of all costs for the finished product.			
9.	Theme Song	The theme songs will revolve around the river Ganga and sanitation/SLWM and will be used extensively to reach out masses through outdoor publicity.	2	1	1
10.	Development of informative booklet using cartoon/caricature	To reach out school children (Primary and Middle), a first-hand informative booklet needs to be developed on the following topics which may later on get included in the syllabus of Govt. of Uttar Pradesh: - <ul style="list-style-type: none"> • Conservation of River Ganga and its bio-diversity. • Significance of sanitation/hygiene and solid & liquid waste management etc. 	2	1	1
11.	Social Media	Designing of Social Media Campaigns – strategy to be developed for search engine optimization, account creation & management of Facebook, Twitter, Instagram and You Tube. Each of the account would be based on two way interaction approach.		-	-
12.	Exhibition	Time to time themes are to be developed for various exhibitions on Swachh Bharat Mission (U) and NamamiGange.		Time to time	Time to time

13.	Events	<p>Annually around 20 events are organized across the state as per the guidance of State Mission Directorate (SBM-U) and NMCG.</p> <p>Under the SBM(U) Programme, the focus area would be 653 ULBs across the entire state. The events could be organized around special occasions such as:</p> <ol style="list-style-type: none"> 1. Gandhi Jayanti 2. World Toilet Day 3. Global Handwashing Day 4. World Health Day 5. World Environment Day 6. International Women's Day 7. SwachhtaPakhwada 			10
		<p>Under the SMCG-UP the focus is made to 25 districts of the state located on the Ganga Basins. The events are organized mainly with the support of District Ganga Committees. The Chairman of the Ganga Committee is the District Magistrate and Member Secretary is the Divisional Forest Officer. The details are as follows:</p> <ol style="list-style-type: none"> 1. Ganga Dussehra 2. Kanvad Yatra 3. Mirzapur Mela (October & March) 4. Durga Puja 5. Ganga SwachhtaPakhwada 6. VriksharopanSaptah 7. Swachhta Hi Sewa <p>Organizing – Quiz, Painting competition, Ganga Run etc.</p>		10	-

All the deliverables/reports shall be delivered in one original and at least 5 soft copies in CD Rom/DVD format which is editable and reproduce-able along with hard copies of creatives. The creative content deliverables should be in multi-media format adaptable and reproduce-able with one master copy and 5 copies.

D. Implementation of Campaign Plan:

Implementation of other communication activities as agreed under Communication Action Plan. (Bidder have to create separate communication plans for SMCG-UP and SBM-Urban)

S.No.	Deliverable	Timeline
1	Presentation of Draft Communication Strategy & Campaign Pitch – detailing stakeholder perception analysis, campaign strategy, audiences, messages, creative approaches, medium of communication as well as suggested sequencing etc.	1 st Week
2.	Submission of Final Communication Action Plan	2 nd Week
3.	Roll-out of Non-Mass Media Communication Activities	3 rd Week
4.	Roll-out of Mass Media Campaign	4 th Week

E. Deliverables of the Assignment

No.	Deliverables	1st Draft by Agency *	Iterations suggested by SBM(U)/ SMCG-UP to Agency	Final Version presented by Agency
I	Press Advertisements	1 week	3 days (Inclusive of maximum 2 iterations)	2 days
II	Public Services Announcement			
1	TV PSA of (SPOTS) 60 seconds with four edits 40, 30, 20 and 10 seconds (Hindi & English)	2 weeks	2 weeks (Inclusive of maximum 3 iterations)	1 Week
2	Radio PSA (SPOTS) of 60 seconds with four edits of 40, 30, 20 and 10 seconds in Hindi	10 days	1 week (Inclusive of maximum 2 iterations)	1 Week
3	Radio PSA (JINGLES) of 60 seconds with four edits of 40, 30, 20 and 10 seconds in Hindi	10 days	1 week (Inclusive of maximum 2 iterations)	1 Week
III	Print Material			
9	Annual Report/Booklet	2 weeks	1 week (Inclusive of maximum 2 iterations)	1 Week
10	Poster Design	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
11	Sticker (A4 Size)	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week

No.	Deliverables	1st Draft by Agency *	Iterations suggested by SBM(U)/ SMCG-UP to Agency	Final Version presented by Agency
			iterations)	
12	Bus Panel Design	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
13	Kiosk Design	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
14	Hoarding Design	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
15	Banner Design	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
16	T-Shirt Design	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
17	Cap Design	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
18	Flyer-Single Sheet	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
19	Folder with one fold	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
20	Folder with three fold	1 Week	1 week (Inclusive of maximum 2	1 Week

No.	Deliverables	1st Draft by Agency *	Iterations suggested by SBM(U)/ SMCG-UP to Agency	Final Version presented by Agency
			iterations)	
21	Brochure (8 pages)	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
22	Wall Calendar	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
23	Desk Calendar	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
24	Jacket	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
25	Invitation Card	1 Week	1 week (Inclusive of maximum 2 iterations)	1 Week
IV	Photography:			
26	Full Day Shoot (One Day)	1 week	2 weeks (Inclusive of maximum 2 iterations)	1 Week
27	Outdoor Shoot (One Day)	1 week	2 weeks (Inclusive of maximum 2 iterations)	1 Week
28	Cinematography/ Videography (One Day)	2 weeks	2 weeks (Inclusive of maximum 2 iterations)	1 Week
V	Inter-personal Communication:			

No.	Deliverables	1st Draft by Agency *	Iterations suggested by SBM(U)/ SMCG-UP to Agency	Final Version presented by Agency
29	Development of Script in Hindi for NukkadNatak/ Street Plays	2 weeks	1 week (Inclusive of maximum 2 iterations)	1 Week
30	Development of Theme Song on River Ganga and Swachh Bharat Mission (U)	2 weeks	1 week (Inclusive of maximum 2 iterations)	1 week
31	Development of Booklet (12 Pages) using Cartoon/Caricature for Primary School/Middle Level School children on Conservation of River Ganga and its maintenance and Significance of sanitation/hygiene etc.	2 weeks	1 week (Inclusive of maximum 2 iterations)	1 week
32	Social Media Campaign (SMCG-UP/SBM(U)) – For Six months I. Search Engine Optimization II. Facebook Creation & Management* III. Instagram Page Creation & Management* IV. Twitter Handle Creation & Management* V. You tube Channel Creation & Management * * Management- Minimum of 3 lakh followers / subscribers on Organic Growth basis (to be calculated at the end of 6 months)	Account Creation – 1 week	1 week (Inclusive of maximum 2 iterations)	1 week

***NOTE:** Under unforeseen circumstances these time lines may be overlooked and the deliverables have to be provided on ad hoc basis.

F. Penalties against delay in timely submission of deliverables

The Performance Guarantee submitted by the agency shall be liable to be forfeited in full or part in case of underperformance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the SMCG-UP/SBM(U), as per the details given below.

“If the delivery of any item(s) is delayed from the delivery schedule (as per the work order) approved by the SMCG-UP/SBM(U), a penalty @ 0.5% (half) of the total cost of that item, per week upto the 10% of the value of contract would be imposed.”

G. Qualifications and Skill Requirements

SMCG-UP and SBM(U) is seeking a prominent communication/advertising firm with a proven track record in

- i. Designing and Implementing communication strategies of substantial complexity and scale.
- ii. Experience in conceptualizing, designing and producing creative content for large-scale mass campaigns, especially those with behavior change aspects, especially in the government and urban context.
- iii. The annual turnover of communication/advertising of the last three years should be more than 18 crores.

Accordingly, the criteria for selection of the consultants will include, inter alia, corporate experience in designing communications strategies of similar scale and complexity; the quality and experience of key team members, especially those responsible for the strategic and creative elements of the task with proven track record of developing, designing and producing creative contents for multi-faceted mass campaigns; ability to understand the local and sectoral nuances pertaining to Swachh Bharat Mission (Urban) and the Mission Clean Ganga program and commitment in terms of the deployment of personnel with knowledge in key functional areas of the task.

Position	Minimum Qualification	Nature of Deployment
Project Manager/ Team Head/ Account Director	Post Graduate preferably MBA with 10 years' proven track record of liasoning / client management, designing, production and execution of mass multi media campaigns.	Full time
Creative Director	Post Graduate in Commercial Art with at least 10 years' work experience in heading creative department for advertising / media and communications with demonstrated experience in devising communication campaigns.	Part time
Graphic Designer	Post Graduate in Commercial Arts with at least 5 years' work experience in development of creative contents, graphic designing, sketching, photoshop, artwork, corel draw, advertising.	Full time

Social Media Specialist	Post Graduate in Mass Media Communication/MBA in marketing/journalism preferably knowledge of social media/ media analytics with at least 3 years' experience in designing and managing digital media solutions and campaigns for social causes.	Part time
Content Writer in Hindi	Post Graduate in Mass Media Communication/MBA with at least 5 years of work experience in Hindi content writing for different media campaigns.	Part time
Media Manager	An MBA from reputed institute having more than 10 years of experience in media planning of major national/multi-national accounts' media planning will be preferred.	Part time
Translator	Graduate in English language with at least 5 years of experience in translation of documents from English to Hindi.	Part time

H. Other Important Points:

- The agency has to assign Project Manager/Team Head who shall be a single point contact to the SMCG-UP/SBM(U) from the agency side.
- Representative from the agency should meet the Subject Matter Experts as suggested by SMCG-UP/SBM(U) during different stages of development of communication tools.
- The agency should preferably have a full service branch **office** at Lucknow. If office does not exist in Lucknow, it should be setup within one month of signing of MoU.
- The location of the office should preferably be near the urban directorate for smooth interaction/meetings between the directorate officials and agency members.
- The range of products for each campaign which may include TV and radio Public Service Announcement, newspaper advertisement, outdoor designs etc. will be decided by SMCG-UP and SBM(U).
- Each campaign will have a theme and branding, that would be done by the agency.
- The agency may have to develop one or more campaigns during the same time period for which it should deploy adequate team and resources so that the work does not get hampered.
- The agency may be required to provide support to the SBM(U) Directorate and **District Ganga Committees** on various campaigns within the scope of work. The list of District Ganga Committees is given at **Annexure**.
- The agency must submit relevant documents pertaining to INS Accreditation, DAVP empanelment etc. with the RFP documents.
- The agency will have a dedicated team comprising of at least an expert professional each for audio-visual services, graphic design, content management.

I. Quality Assurance:

- SMCG-UP and SBM(U) would monitor standards for each communication tool developed.
- The quality of production will be assured by internal and external quality assurance mechanisms as set out by SMCG-UP and SBM(U).

J. Structure and Procedures for the Agency

- The Agency will house a project team comprising a core team consisting of professionals with demonstrated expertise in their particular area of communication tool development, logistics, management.
- The key staff should be conversant with the local languages for better interaction with stakeholders and partners. The agency shall ensure consistency in the team through the project period; take on board people with extensive experience of development of communication tools like behavior change communication etc.
- The staff engaged by the Agency will have employer-employee relationship with the parent organization and all Human Resource matters of the Agency will be the responsibility of Agency. SMCG-UP and SBM(U) will hold no responsibilities in this regard.
- The Agency will use the reporting formats as per -SMCG-UP and SBM(U) and follow their accounting and auditing procedures, report on performance and expenditure to SMCG-UP and SBM(U).
- Final financial and reporting accountability lies with the Agency. It will ensure that proper administrative, contract and financial systems are put in place.
- The Agency is expected to setup a functioning team within 4 weeks from the date of signing of the contract.

K. Reporting requirements**• Developing plans**

Within 2 weeks of signing of the contract, the Agency should develop a draft action plan based on the physical and financial targets for one year for presentation to SMCG-UP and SBM(U).

These plans will be used to access and monitor the performance of the Agency by SMCG-UP and SBM(U).

- The Agency will hold regular meetings with officials at SMCG-UP and SBM(U) for sharing and discussing program progress, emergent lessons, and outcomes. The frequency of the meetings will be specified by the Communication & Outreach Unit and in accordance with the periodic work plan as agreed upon by SMCG-UP and SBM(U). The date and time for meetings would be intimated through formal communications.

The Agency shall provide to SMCG-UP and SBM(U) an annual plan with supporting budget and a monthly update.

Name of the District Ganga Committee

S. No	Name of District
1	Badaun
2	Ballia
3	Bijonre
4	Bulandshahar
5	Chandauli
6	Farrukhabad
7	Fatehpur
8	Gazipur
9	Hapur
10	Hardoi
11	Jyotibaphule Nagar (Amroha)
12	Kannauj
13	Kanpur (City)
14	Kanshiram Nagar (Kashganj)
15	Kaushambhi
16	Meerut
17	Mirzapur
18	Pratapgarh
19	Prayagraj
20	Raebareli
21	Sambhal
22	Sant Ravidas Nagar (Bhadohi)
23	Shahjahanpur
24	Unnao
25	Varanasi

Annexure-I**Tender Submission Letter**

To
The Project Director,
State Mission for Clean Ganga Uttar Pradesh,
Plot 18, Sector 7, Gomti Nagar Extension
Lucknow-226010

Sub: Request for Proposal for Hiring of communication Agency/Advertising Agency for Development & Implementation of Communication Campaign for the Swachh Bharat Mission (Urban) and NamamiGangeprogramme, State Mission for Clean Ganga Uttar Pradesh

Ref:

Dear Sir,

I/We, the undersigned, offer to provide our services as per scope of work, as mentioned in RFP, to Swachh Bharat Mission (Urban) and State Mission for Clean Ganga -Uttar Pradesh. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the RFP, for your evaluation and consideration.
- (b) We submitted the EMD of Rs.14,50,000/- (Rupees Fourteen Lakhs Fifth Thousand only) in accordance with the tender Document. The EMD in the form of Demand Draft is enclosed. **Or**
We are submitting the copy of the registration under NSIC/MSME for claiming exemption on EMD submission.
- (c) I/We have read carefully the terms and conditions of tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (d) The bid is unconditional.
- (e) We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (f) We shall make available to the SMCG-UP and SBM(U) any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (g) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between SMCG-UP and SBM(U) is subject to the modifications, as may be mutually agreed to, between SMCG-UP and SBM(U) and us.
- (h) We agree to keep this bid valid for acceptance for a period of sixty (60) days from the date of opening the bid.

We understand that the SMCG-UP and SBM(U) and is not bound to accept any tender that the SMCG-UP and SBM(U) receives.

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Annexure-II

Bidder's Authorization Certificate

To

The Project Director,
State Mission for Clean Ganga Uttar Pradesh,
Plot No 18, Sector 7, Gomti Nagar Extension
Lucknow-226010

Sub: Request for Proposal for Hiring of communication Agency/Advertising Agency for Development & Implementation of Communication Campaign for Swachh Bharat Mission(Urban) and the Namami Gange Programme, State Mission for Clean Ganga Uttar Pradesh.

Ref:

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorised to sign relevant documents on behalf of the Agency in dealing with tender No. _____ dated _____. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory:-

Verified Signature:-

Seal of the Organisation:-

Date:-

Place:-

Note: Please attach the valid power of attorney in favour of person signing this authorisation letter.

Annexure-III

Performa for Affidavit

(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s. _____ do hereby solemnly affirm that our firm M/s. _____ has not been blacklisted/debarred by any government organization/PSU/Autonomous body and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of bid.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-IV**Information on Bidder's Organisation**

S.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder / Associate (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-V**Relevant Experience****Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/agency was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in ₹)
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator/Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Agency's Name: _____

Annexure-VI**Financial Information of Bidder's Organisation***Amount in Rupees.*

S.No.	Parameters	FY-	FY-	FY -
1	Turnover			

Note:

Copy of audited balance sheet and profit and loss account for the three consecutive financial years must be submitted along with summary as cover page on bidder's letter head.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-VII**Format of Curriculum Vitae (CV) for Key Personnel**

1. Proposed Position:
2. Name of Firm:
3. Name of Staff:
4. Profession:
5. Date of Birth:
6. Years with Firm/Entity:
7. Nationality:
8. Membership in Professional Societies:
9. Detailed Tasks Assigned
10. Key Qualifications:

[Give an outline of staff member s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

11. Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]

12. Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments also give types of activities performed and client references, where appropriate.]

13. Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the Firm]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Signature of Authorized Representative:

Summary of Costs:

Note for bidders: It is mandatory for bidders to quote for all the items. The Price quoted shall separately indicate the applicable taxes and levies as applicable.

For media buying, the bid amount should be quoted as lumpsum charges based on indicative volume of media buying for one year i.e. Rs.17.85 Crore yearly i.e. INR 53.55 Crore for three years

The percentage difference between estimated cost and cost quoted by the bidders for media buying items will be treated as percentage variation between DAVP rates and rates quoted by the bidders which will be applicable uniformly on all media buying items.

Unit Cost for Select Creative Outputs (Also to be used for any additional contract variations for finally agreed products)

No.	Description	Suggestive Qty.	Unit Rate (Rs) (exclusive of applicable taxes)	Total Amount (Rs.) (exclusive of applicable taxes)
A	B	C	D	E = C x D
I	Press Advertisement:			
1	Full Page Colour (Adaptable to half page)	50		
2	Qtr Page Colour	20		
II	Public Services Announcement: (Bidder has to ensure the best possible standards of PSAs)			
3	TV PSA of (SPOTS) 60 seconds with four edits 40, 30, 20 and 10 seconds (Hindi & English)	9		
4	Radio PSA (SPOTS) of 60 seconds with four edits of 40, 30, 20 and 10 seconds in Hindi	16		
5	Radio PSA (JINGLES) of 60 seconds with four edits of 40, 30, 20 and 10 seconds in Hindi	16		
III	Print Material			
7	Annual Report/Booklet - design cost every four page– in English / Hindi	2		
8	Poster Design	10		
9	Sticker (A4 Size)	10		
10	Bus Panel Design	22		
11	Kiosk Design	40		
12	Hoarding Design	25		
13	Banner Design	20		
14	T-Shirt Design	2		
15	Cap Design	2		

No.	Description	Suggestive Qty.	Unit Rate (Rs) (exclusive of applicable taxes)	Total Amount (Rs.) (exclusive of applicable taxes)
A	B	C	D	E = C x D
16	Flier-Single Sheet (English & Hindi)-A4 Size	10		
17	Folder with one fold (A-4 Size)	12		
18	Folder with three fold (A-4 Size)	12		
19	Brochure for 8 pages (Design Cost of A4 Size)	10		
20	Wall Calendar (6 Pages + Fly leaf)	2		
21	Desk Calendar (12 Pages + Fly leaf)	2		
22	Jacket 18.5' x 13'	2		
23	Invitation Card	12		
IV	Photography:			
24	Full Day Shoot (One Day)	50		
25	Outdoor Shoot (One Day)	50		
26	Cinematography/ Videography (One Day)	20		
V	Inter-personal Communication:			
27	Development of Script in Hindi for NukkadNatak/ Street Plays. (duration 30-45 minutes)	12		
28	Development of Theme Song on River Ganga and Swachh Bharat Mission (U) (include the cost of script and production both for audio)	2		
29	Development of Booklet (12 Pages) using Cartoon/Caricature for Primary School/Middle Level School children on Conservation of River Ganga and Significance of sanitation/hygiene and its maintenance etc.	2		
	A) TOTAL			
30	Social Media Campaign – For One year i.) Search Engine Optimization for SMCG-UP/SBM(U)Websites ii.) Facebook Page Creation &Management iii.) Instagram Page Creation & Management iv.) Twitter Handle Creation & Management	1 lakh -visitor 1 lakh- Like 1 lakh-follower 1 lakh-follower		

No.	Description	Suggestive Qty.	Unit Rate (Rs) (exclusive of applicable taxes)	Total Amount (Rs.) (exclusive of applicable taxes)
A	B	C	D	E = C x D
	v.) You tube Channel Creation & Management	50 thousand per video view		
VI	Media Buying Services	Approx. Value of Media Buying (Rs) on UPID/DAVP rates		
31	Media Buying Services as per UPID/ Bureau of Outreach and Communication erstwhile DAVP Rates (Rupees 1785 Lakh Approx. Per year) Rebate/Discount amount offered by bidder to be filled including in Print, Radio, TV & Outdoor.	1785 Lakh/ year	Lumpsum	
	B) TOTAL (VI) (Media Buying After Discount)			
	GRAND TOTAL (A+B)		Rs. _____	
	In Words (_____)			

1. I/We accept all the terms and conditions of your Bidding document referred to above.
2. Rate to be quoted exclusive GST.
3. GST at applicable rates will be paid extra.
4. I/ We understand you are not bound to accept any proposal you receive.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Annexure-A**Form of Bank Guarantee for EMD**

To
State Mission for Clean Ganga Uttar Pradesh
Plot 18, Sector-7, Gomti Nagar Extension
Lucknow - 226010

KNOW ALL MEN by these present that we of (Name and address of Bank) having our registered office at (hereinafter called "the bank") are bound unto the State Mission for Clean Ganga Uttar Pradesh (SMCG-UP), (hereinafter called "the Owner") in the sum of Rupees (INR..... only) for which payment truly to be made to the said Owner, the Bank hereby binds itself, its successors and assigns by these present.

Whereas (NAME OF BIDDER) has submitted its bid dated..... (date of submission of bid) for in terms of the Owner's Tender No.Due on issued by SMCG-UP (hereinafter called "**the Proposal**").

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rupees (INR..... only).

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

1. We further agree as follows:

- a) That the Owner may without affecting this guarantee grant time of or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Owner and the Bidder.
- b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- c) That any account settled between the Owner and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d) That this guarantee commences from the date hereof and shall remain in force till:
 - I) the Bidder, in case his bid is accepted by the Owner, executes a Contract Agreement after furnishing the Performance Guarantee as per the provisions of the RFP; or
 - II) Forty-Five Days (45) days beyond the Proposal Validity Period.
- e) That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

2. The Conditions on this obligation are:

- a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and/ or
- b) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in the RFP Document; and/ or
- c) If a Bidder has a Conflict of Interest which affects the Bidding Process, as specified in the RFP; and/or
- d) If the Bidder withdraws his Proposal during the period of Proposal validity specified in the RFP, and/ or
- e) If the Bidder fails to accept the Letter of Acceptance within the stipulated time period; and/ or
- f) If the Bidder does not accept the correction/s of its bid price in terms of the RFP, or
- g) If the Bidder having been notified of the acceptance of its Proposal by the Owner during the period of Proposal validity:
 - I) fails or refuses to furnish the Performance Guarantee in accordance with the RFP and/or
 - II) fails or refuses to furnish the Success Fee in accordance with the RFP and/or
 - III) fails or refuses to enter into a Contract Agreement within the time limit specified in the RFP.

We undertake to immediately pay to the Owner in Lucknow the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand provided that in his demand the Owner will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions mentioned in Sl. 2 above, specifying the occurred condition or conditions.

SIGNATURE OF _____

AUTHORISED OFFICIAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF
OFFICIAL __________
NAME OF THE WITNESS

DESIGNATION _____

ADDRESS OF THE WITNESS
BANK

STAMP/SEAL OF THE

Annexure-B**Form of Bank Guarantee for Performance Security**

To
The Project Director
State Mission for Clean Ganga Uttar Pradesh
Plot 18, Sector-7, Gomti Nagar Extension
Lucknow – 226010

WHEREAS _____ [Name and address of the Manpower Service Provider] (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at our..... Branch at Lucknow, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under

claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove"

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date

DRAFT FORM OF CONTRACT**CONTRACT**

THIS CONTRACT (hereinafter called the "Contract") is made on the ____ day of the month of _____, 2018 between **State Mission for Clean Ganga Uttar Pradesh (SMCG -UP) and Swachh Bharat Mission-Urban (SBM-U)**, a society registered under the Societies Registration Act 1860, having its office at 3rd Floor, State Mission for Clean Ganga, Plot No -18, Sector 7, Gomti Nagar Extension, Lucknow-226010 (hereinafter called "Employer"), of the First part and, _____ (hereinafter called the "Consultant") of the second part.

WHEREAS

- b. the Consultant, having represented to the "Employer" that he has the required Professional skills, personnel and technical resources, has offered to provide the Services on the terms and conditions set forth in this contract;
- c. the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the "Employer"
 - Appendix F: Performance Bank Guarantee
2. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:
 - a) the Consultant shall carry out and complete the supply of Goods in accordance with the provisions of the Contract; and
 - b) the "Employer" shall make payments to the Supplier in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of
State Mission for Clean Ganga Uttar Pradesh

For and on behalf of
{Name of the Consultant}

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General Terms and Conditions

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Consultant" means {Name of Agency} that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services, with the approval of the Employer.
- (q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (r) "In writing" means communicated in written form.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints Consultant as its Limited Agent.

Save and except for the "Limited Agency" created under this Agreement, Consultant agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Consultant Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

- 1.3. **Law governing the Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.
- 1.4. **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.5. **Notices**
 - 1.5.1. 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, or when sent by registered post/e-mail to such Party at the address specified in the SC.
 - 1.5.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.6. **Location:** The Services shall be performed mostly in Delhi and where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.
- 1.7. **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.
- 1.8. **Tax and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the

applicable laws of India.

1.9. Fraud and Corruption

1.9.1. Definitions: It is the Employer's policy to require that Employer as well as Consultant observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the SBM(U)/SMCG UP defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "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;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Agencies, with or without the knowledge of the SBM(U)/NMCG, 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 a contract;

1.9.2. Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period, 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, an Employer- financed contract;

1.10.3. Commissions and Fees

At the time of execution of the Contract, the Consultant shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. **Effectiveness of contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant "to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied with in the given time.

- 2.2. **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3. **Commencement of Service:** The Consultant shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.
- 2.4. **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC **or such extended time period for the contract.**
- 2.5. **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6. **Modifications and Variations**
- (a) 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. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the SMCG-UP/SBM(U) is required.
- 2.7. **Force Majeure**
- 2.7.1. **Definition** (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme 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.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3. Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) 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.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the "SMCG-UP", shall either:

I) demobilize; or

II) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8. Suspension: The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days from the date of communication to the Consultant of such notice of suspension.

2.9. Termination

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause.

a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or

within such further period as the "Employer" may have subsequently approved in writing.

- b) If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the Consultant, on due investigation and in the judgement of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the consultant fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the consultant to improve the quality of the services.
- h) 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.
- i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in case of the event referred to in (i).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 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 "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed to in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

- 2.9.3. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.
- 2.9.4. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5. **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:
- a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
 - b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.
- 2.9.6 **Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATION OF THE CONSULTANT

3.1. General

- 3.1.1. **Standard of Performance:** The Consultant 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Sub-Contractors or Third Parties.

3.2. **Conflict of Interests:** The Consultant shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1. **Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2. **Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3. **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3. **Confidentiality:** Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired during the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

- 3.4.1 **Liability of the Consultant:** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this contract shall be provided by the Applicable Law.
- 3.4.2 **Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 **Accounting, Inspection and Auditing:**
Consultant agrees to keep full and proper records of all third party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than twelve (12) months after the relevant transaction or, if the Consultant/Employer relationship terminates or expires, twelve (12) months after the effective date of the termination or expiration, whichever comes first. Upon thirty (30) days prior notice to Consultant, Employer or its authorized representatives will be entitled to have such Records examined during Consultant's normal business hours, provided however, that only Records directly applicable to the Advertising Services performed pursuant to this Agreement shall be available for such examination.
Under no circumstances will Employer have access to Consultant's general ledger information, Consultant overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Consultant of third party invoices, or internal or external Consultant correspondence or communications regarding the keeping of client's records or regarding any other client audit.
- 3.6 **Consultant's Actions Requiring "Employer's Prior Approval:** The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.
- 3.7 **Reporting Obligations:** The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

- 3.8 **Documents Prepared by the Consultant to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9 **Equipment, Vehicles and Materials Furnished by the “Employer’s** Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. **CONSULTANT’S PERSONNEL AND SUB-CONSULTANTS**

- 4.1 **General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services as are approved by the Employer.
- 4.2 **Description of Personnel:** (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by a separate agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 **Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs).

4.4 **Removal and/or Replacement of Personnel:**

(a) Except as the "SMCG-UP/SBM(U)" may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "SMCG-UP/SBM(U)" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "SBM(U)'s /SMCG-UP's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "SMCG-UP and SBM(U)", additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

(c) Removal and / or Substitution/replacement of Personnel shall be made only with prior written approval of the SMCG-UP/SBM(U). Except as the SMCG-UP/SBM(U) may otherwise agree, no changes shall be made in the Personnel. Notwithstanding the above, the substitution of Personnel during Agreement execution may be considered based on the written request made by either side. However, in case of the Consultant, due to circumstances outside their reasonable control, such as resignation, death, medical incapacity; if it becomes necessary to replace any of the Personnel, the

Consultant shall forthwith provide as a replacement such person of equivalent or better qualifications and experience as is acceptable to the SMCG-UP and SBM(U). In cases other than resignation, death or medical incapacity, the Consultant shall give thirty (30) days' notice to the SMCG-UP and SBM(U) and provide CVs for such replacements. For any such violation a penalty of 0.50% (zero point five percent) per person per week of the quarterly payment shall be imposed and deducted from the bills submitted.

4.5 **Resident Project Manager:** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. **Obligations of the "Employer"**

5.1. **Assistance and Exemptions:** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with works permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2. **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services i.e. GST tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3. **Services, Facilities and Property of the "Employer":** (a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E, at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4. **Payment:** In consideration of the Services performed by the Agency under this Contract, the “Employer” shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 **Counterpart Personnel:** (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENT TO THE CONSULTANT

6.1. Total cost of the services

- a) The total cost of the Services payable is set forth in Appendix-D as per the Agency’s proposal to the SMCG-UP/SBM(U) and as negotiated thereafter.
- b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to Clause GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. **Currency of the payment:** All payment shall be made in Indian Rupees.

6.3. **Terms of payment:** The payments in respect of the Services shall be made as follows:

- a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 7.
- b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- c) Final Payment: The final payment as specified in SC 7 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report

and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

- d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the Employer (if presentation is required) with / without modifications to be communicated in writing by the Employer to the Consultant.
- e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount

payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

- 7.1. **Good Faith:** 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.
- 7.2. **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC GC8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 8.3. Arbitration proceedings shall be held in Lucknow, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4. The decision of a majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party about the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

- 9.1** The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2** The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D.
- 9.3** The liquidated damages shall be applicable under following circumstances:
- a) If the deliverables are not submitted as per schedule, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.
 - b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 2% of total cost of the services for every week or part thereof for the delay.
- 9.4** Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. MISCELLANEOUS PROVISIONS:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

11. JURISDICTION OF COURTS

Jurisdiction of courts for dispute resolution shall be Lucknow only.

I. SPECIAL CONDITIONS OF CONTRACT

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	<p>The Addresses are: Employer: State Mission for Clean Ganga Uttar Pradesh 3rd Floor, Plot 18, Sector-7, Gomti Nagar Extension Lucknow -226010 Attention : Consultant : Attention : Telephone : Email :</p>
2	1.8	<p>The Authorized Representatives are:</p> <p>For the Employer: For the Consultant:</p>
3	2.3	Commencement of Services:
4	2.4	The time period shall be The contract may be extended, if deemed fit by SBM(U)/NMCG authorities at mutually agreed terms.
5	3.4.1	<p>Limitation of the Consultants' Liability towards the "Employer" Notwithstanding anything to the contrary in this Agreement, in no event shall the consultant be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue or goodwill arising under or in connection with this Agreement.</p> <p>In any event the overall aggregate liability of the consultant in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the consultant under this Agreement.</p>
6	3.4.2	<p>The risks and coverage shall be as follows:</p> <p>The Parties agree that the risks and coverages shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the two (2) years after completion of the services.</p>

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
7	6.3 (f)	<p>The accounts are;</p> <p>For local currency</p> <p>Receiving Bank : ...</p> <p>Account No. : ...</p> <p>IFSC/RTGS Code : ..</p> <p>MICR Code : ..</p> <p>Beneficiary Name : ...</p> <p>Beneficiary Address : ...</p> <p>The payment shall be made quarterly installments, against agency's invoice in triplicate being submitted at the end of the quarter along with such supporting documents as may be prescribed, and subject to</p> <ul style="list-style-type: none"> • Service Level Agreement (SLA) deductions, if any, as prescribed under Section 3, Sub Section 'D' (SLA) of RFP • Attendance of Personnel & SLA for defaults therein <p>The aforesaid consideration will be paid by Employer to the consultant within 15 days against the invoices raised by the consultant in triplicate. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the consultant and in respect of each deduction necessary certificates of tax deduction shall be given.</p>
8	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.
9	8.3	The Arbitration proceedings shall take place in Lucknow, India.

APPENDIX A – Description of Services

{As per Terms of Reference}

APPENDIX B - Reporting Requirements

APPENDIX C – Staffing Schedule

APPENDIX D – Cost Estimates

APPENDIX E – Duties of the “Employer”

APPENDIX F – Letter of Award

APPENDIX G – Performance Bank Guarantee