Request for Qualification cum Request for Proposal (RfP cum RfQ)

Selection of consultant to prepare Promotional Film and Explanatory Brochure on

Greater Noida and DMIC IITGNL

Location: Greater Noida, Uttar Pradesh

November, 2017

Issued by:



**DMIC Integrated Industrial Township Greater Noida Limited** 

H-169, Chitvan Estate, Sector Gamma-II, Greater Noida, Guatam Budh Nagar District Gautam Budh Nagar – 201308, Uttar Pradesh

# **Disclaimer**

This Bid document for "Selection of consultant to prepare promotional film & explanatory brochure on Greater Noida and DMIC IITGNL" contains brief information about the scope of work and selection process for the Successful Bidder (or "Consultant"). The purpose of the Bid document is to provide the Bidder/ Vendor with information to assist the formulation of their application ("the Application"). The services related to preparation of promotional film & explanatory brochure on Greater Noida and DMIC IITGNL will further be known as "the Project".

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid for the competition.

Greater Noida Industrial Development Authority ("GNIDA"), and DMIC IITGNL and its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid or arising in any way in this selection process.

GNIDA and DMIC IITGNL reserve the right to accept or reject any or all applications without giving any reasons thereof. GNIDA and DMIC IITGNL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this Bid.

# **Data Sheet**

1	Name of the Bid	Selection of consultant to prepare Investment Presentation, promotional film and Explanatory Brochure on Greater Noida and Integrated Industrial Township
4	Bid Processing Fee	INR 5000 + GST 18% (Five thousand only) (through RTGS only)
5	Ernest Money Deposit (EMD)	INR 50,000/- (Fifty Thousand only) (through RTGS only)
6	Performance Security	10% of the Contract value
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Authority's official for	General Manager (Planning & Architecture)
	addressing queries and clarifications	Greater Noida Industrial Development Authority
		Plot No. 1, Knowledge Park 4, Greater Noida
		District Gautam Budh Nagar – 201308, Uttar Pradesh
		Phone: +91 120 2336016
		Email: gmplnggnida@gmail.com
		Website: www.greaternoidaauthority.in / www.iitgnl.com
9	Bid Validity Period	90 days
10	Bid Language	English
11	Bid Currency	INR
12	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date	05/12/2017, 1000 hrs (IST)
	Last date of receiving queries	10/12/2017, 1000 hrs (IST)
	Bid Start Date	11/12/2017, 1000 hrs (IST)
	Bid End Date	14/12/2017, 1000 hrs (IST)
	Opening of Technical Bids	15.12.2017
	Technical presentation	18.12.2017
	Opening of Financial Bid	19.12.2017
	Issuance of Letter of Acceptance (LoA)	Within 15 days of selection of Bidder

Account details	(a): For Bid processing fee
	Bank of Baroda, Gamma II, Greater Noida
	A/C No. 98250200000388
	IFSC Code: BARB 0 GAMNOI
	(b): For EMD
	Bank of Baroda, Gamma II, Greater Noida
	A/C No. 98250200000388
	IFSC Code: BARB 0 GAMNOI

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# 1. Introduction

Greater Noida is being developed as an Industrial township in NCR. The Integrated Industrial Township is a part of Greater Noida Master Plan as a smart township, the Capital Region's most modern urban development centre and its fastest-developing centre of attraction. It has emerged as a modern model of far-sighted town planning.

GNIDA and DMIC IITGNL proposes to appoint an agency/firm/company to be referred as 'Consultant' for the shooting, editing and final production of a film for showcase on its websites of GNIDA and DMIC IITGNL and for promotion in social media. Along with the production of the film, the Consultant shall also be responsible for developing marketing content for the brochure and an investment presentation including signing and printing of the same. The objective of this brochure shall be to reflect the core strength of Greater Noida, focus area and spirit of innovation and sustainability.

The key objective of the proposed film and brochure is to project and showcase Greater Noida and DMIC IITGNL to prospective investors including MNCs, real estate companies, industries besides tourists, agencies and organisation related to tourism industry and general public at large. The film also seeks to promote Greater Noida and IIT by making its audience experience the city and its best features in-depth. The film shall convey vital information about the city in a manner that encourages its audience to know more about it by way of its detailed brochure.

# 1.1 Brief description of the selection process

i. An overview of the Project is as follows:

#	Parameter	Description	
1	Time period of the engagement	1 Month	
2	Bidder/Applicant	Sole Bidder  Note: Bidder may be a private entity, government-owned entity	
3	Consortium to be allowed	No	
4	Sub/Contracting to be allowed	No	
5	Eligibility conditions	<ul> <li>To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:</li> <li>A. The Consultant should either be a sole proprietorship firm/ a partnership firm registered under the Indian Partnership Act, 1932/ a limited liability partnership registered under the Limited Liability Partnership Act, 2013/ a company incorporated under the Companies Act 1956 / 2013 or a body corporate incorporated under the applicable laws of its origin.</li> <li>B. The Consultant should be registered with G.S.T</li> </ul>	

		C. The Consultant should be working in media, audiovisual communication, design and publication for at least 5 years.	
		D. The Consultant must have a fully functional office in Delhi/NCR.	
		E. The Consultant must have an average annual turnover of at least INR 50	
		lakhs in each of the financial years (2014-15, 2015-16 & 2016-17).  Audited Financial Statements to be attached as proofs.	
7	Minimum	The Financial Proposal shall be opened for only those Bidders who score a	
	Technical Score	minimum of <b>70 marks</b> in Technical Evaluation as mentioned in the Data	
		Sheet.	

# 1.2 Communications

All communications should be addressed to:

# **General Manager (Planning & Architecture)**

Greater Noida Industrial Development Authority (GNIDA)

Plot No. 1, Knowledge Park 4, Greater Noida

District Gautam Budh Nagar – 201308, Uttar Pradesh

Phone: +91 120 2336016, 0120 4256300

Website: <a href="www.greaternoidaauthority.in/">www.greaternoidaauthority.in/</a> <a href="www.greaternoidaauthority.in/">www.iitgnl.com</a>
<a href="mailto:gmplnggnida@gmail.com">Email: gmplnggnida@gmail.com</a>, <a href="mailto:deepali.iitgnl@gmail.com">deepali.iitgnl@gmail.com</a>

# 2. Terms of Reference

The detailed scope of work for the preparation of promotional film and explanatory brochure is outlined as follows:

#### A. Investment Presentation

• An Investment Presentation upto a maximum 30 slides.

## B. Development and production of the promotional film on Greater Noida and IITGN

- Undertaking Pre-production research work, survey, location and contributor visits, collection and compilation
  of information.
- Prepare detailed script and story-boards, organize crew and logistics, use of appropriate footage to develop the storyline.
- Conducting narrative interviews with Chairman, CEO, ACEO & Department Heads (GNIDA) and Directors of DMIC IITGNL to support the film by giving it a 'first person conversation' like quality to convey the necessary information. This would help the film look truer and the information it conveys becomes more believable to the audience.
- Creative development, production and filming of 10-12 minute long promotional film (along with a shorter
  version of 5-7 minutes) to capture the city's best features in high definition cinematic shots with the help of
  aerial cinematography (drones), high definition digital cameras, motion controlled cinema equipment and
  experiential sound design. All the required shots would be filmed on-site in Greater Noida and IITGN
- Post production, the consultant would be responsible for editing, colouring, motion graphics for text and transitions, visual effects and sound design, approval of rough cut, mastering and finalisation of the film in consultation with GNIDA and DMIC ITGNL

### C. Development and production of the Information Brochure

- Discussing with GNIDA and DMIC IITGNL to understand the messages, important programs, focus area and
  other such details that might be relevant and important for the development of the content and design
  concept.
- Develop content/ graphics/text/photograph, including messages, about GNIDA and IITGNL, the history of GNIDA, notes on important projects, focus area, key people, and messages on why other organizations/countries should engage with GNIDA, and other such points that may be necessary to tell and sell GNIDA story and motivate stakeholders to actively engage with GNIDA and DMIC IITGNL.
- Development of design layout of the Brochure showing overall thematic direction, copy layout and type styles, general color palette, image treatment, illustrations, infographics, icons etc. based on the messaging and finalization of the same in consultation with GNIDA and DMIC IITGNL.
- Applying the approved design and messaging to create the draft brochure design and sending the same for
  edits and minor refinement in design and other elements including proof reading of the entire content of the
  draft brochure.

 Production of the finalized brochures as per the approved specifications (320 GSM art paper, in full color) in desired numbers and hand over the same to GNIDA and DMIC IITGNL.

## 2.1 Deliverables:

The deliverables for preparation of promotional film & explanatory brochure on Greater Noida for Greater Noida Industrial Development Authority and DMIC IITGNL

- 1. Investment Presentation on Greater Noida and IITGN (Maximum 30 slides).
- 2. **High quality information brochure** as per approved specification (32 GSM art paper in full colour) approximately 1000 nos. after Authorities approval. (Pages per brochure 16-32)
- 3. **High definition audio-visual explanatory film** (10-12 minutes + 5-7 minutes with voiceover and music in HD digital format) after the Authorities approval.

# 2.2 Timeline and payment milestone

The Project will need a total period of 1 month to complete. A brief break-up of the timeline is given below:

S. No.	Deliverable	Timeline (t=0) from signing of contract	Payment milestone
1.	Draft content development for the Investment Presentation, Information Brochure and story boarding of the promotional film as detailed in SOW	T+15 days	30% (Post submission of the deliverables)
2.	Final Draft of content development for the Investment Presentation, Information Brochure and story boarding of the promotional film as detailed in SOW	T+20 days	30% (Post acceptance of the deliverables)
3.	Delivery of the final explanatory film and printed information brochures (1000 Nos)	T+30 days	25% (Post submission of the deliverables)
4.	Approval of the final deliverables by the GNIDA and DMIC IITGNL		15% (Post submission of the deliverables)
	Total	30 days	

- i. The completion time of this Project is 1 month from the signing of the Contract.
- ii. Last 15% payment shall be initiated only after approval of the final deliverables by GNIDA /DMIC IITGNL
- iii. Financial quote format:
  - a. Investment Presentation: An investment Presentation of maximum 30 slides.
  - b. **Explanatory Film**: The Bidder shall provide a financial quote in form of a lump sum quote including applicable G.S.T. for the development of the 10-12 minutes long explanatory film in accordance with Terms of Reference of this document.
  - c. **Information Brochure**: The Bidder shall provide quote in the form of per page rate. Wherein, "page" is defined as one printed side of a 320 gsm A4 size document. A minimum of 16 pages per brochure

is planned and a total of 1000 brochures have to be provided by the Bidder. The payment to the selected Consultant shall be calculated as follows:

- A. 1-16 pages per brochure = per Page quote x number of pages x 1000
- B. 16-24 pages per brochure = .9 per Page x number of pages (post 16) x 1000
- C. 24 pages per brochure = .8 per Page x number of pages (post 24) x 1000

Total payment shall be calculated as: A + B (it applicable) + C (if applicable)

- iv. In case of a delay in submission of deliverable/s by more than one (1) month and if the cause of delay is solely attributed to the consultant, the Authority/DMIC IITGNL may impose a penalty of 5% of total cost of amount payable per month of delay. The decision of the Authority/DMIC IITGNL shall be final and binding.
- v. The quoted rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.
- vi. All deliverables shall become the property of GNIDA and DMIC IITGNL and shall be used by GNIDA as deemed fit. Soft copies of deliverables shall also be furnished as required by Authority/DMIC IITGNL.
- vii. The Intellectual Property Right for the all the video/print content created will be retained with the Authority/DMIC IITGNL.

# 3 Instructions to Bidders

### 3.1 General instructions

- i. A Bidder is eligible to submit only one Application for the Project.
- ii. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority/DMIC IITGNL feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- iii. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services related to Terms of reference of this document, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- iv. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that GNIDA's and DMIC IITGNL decisions are without any right of appeal whatsoever.
- v. The Bidder shall enclose with its Bid, scanned copies of its Financial Statements of the last two financial years duly certified by a Chartered Accountant or self-attested declarations signed by an authorized signatory of the Bidder.
- vi. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
- vii. An Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- viii. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Bid by paying a visit to the Authority/DMIC IITGNL and/or by sending written queries to GNIDA and DMIC IITGNL before the last date for receiving queries/clarifications.
- ix. GNIDA and DMIC IITGNL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid or the Selection Process, including any error or mistake therein or in any information or data given by GNIDA and DMIC IITGNL.

#### 3.1.1 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. GNIDA/DMIC IITGNL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 3.1.2 Acknowledgement by Bidder

It shall be deemed that by submitting the Bid, the Bidder has:

- made a complete and careful examination of the Bid;
- received all relevant information requested from GNIDA and DMIC IITGNL;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid or furnished by or on behalf of GNIDA and DMIC IITGNL;
- satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof.

### 3.1.3 Availability of Bid Document

This Bid document is available on Greater Noida Authority website <a href="www.greaternoidaauthority.in">www.greaternoidaauthority.in</a> and DMIC IITGNL's <a href="www.greaternoidaauthority.in">www.greaternoidaauthority.in</a> and DMIC IITGNL's

### 3.1.4 Clarifications of Bid

- i. During evaluation of Bid, the Authority/DMIC IITGNL may, at its discretion, ask the Bidder for a clarification of his/her Bid. The request for clarification shall be in writing.
- ii. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- iii. However, the Authority/DMIC IITGNL shall not entertain any correspondence from the Bidders during the period of Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 4.1.7 of this Bid document under Fraud and Corrupt Practices.

### 3.1.5 Amendment of Bid Document

i. At any time prior to the deadline for submission of Bid, the Authority/DMIC IITGNL may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Bidder, modify the Bid document by amendments. Such amendments shall be uploaded on Greater Noida Authority's and DMIC IITGNL's web site. The relevant clauses of the Bid document shall be treated as amended accordingly.

- ii. It shall be the sole responsibility of the prospective Bidder to check the Authoriti'y's and DMIC IITGNL web site from time to time for any amendment in the Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- iii. In order to allow prospective Bids a reasonable time to take the amendment into account in preparing their Bids, the Authority/DMIC IITGNL, at the discretion, may extend the deadline for the submission of Bids. Such extensions shall be uploaded on GNIDA and IITGNL's website.

# 3.2 Preparation and submission of Bids

### 3.2.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Authority 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 Bid.

## 3.2.2 Documents constituting the Bid

The Bid prepared by the Bidder shall comprise the following components:

- a) Technical Bid- Technical Bid will comprise of :
  - i) Fee details Details of Bid processing fee and prescribed EMD
  - **Eligibility details-** Includes copies of required documents justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
  - iii) Technical evaluation: Details of all documents needed for Technical evaluation as mentioned in this RFP
- b) Financial Bid Financial Bid as per the prescribed format given in Appendix forms.

# 3.2.3 Documents establishing Bidder's Qualification

- i) The Bidder shall furnish, as part of its technical Bid, documents establishing the Bidder's qualification to perform the contract if its Bid is accepted. The documentary evidence should be submitted by the Bidder.
- ii) The documentary evidence of Bidder's qualification to perform the contract if it's Bid is accepted shall be as per qualification requirements specified in Bid document.

### 3.2.4 Bid form

The Bidder shall complete the Bid form and the appropriate price schedule/BOQ (if applicable) furnished in the Bid document.

#### 3.2.5 Bid currency

Prices shall be quoted in Indian Rupees only.

### 3.2.6 Submission, Receipt and Opening of Proposals

- The original proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format as mentioned in the BID document.
- ii) An authorized representative of the Applicant shall initial all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- iii) The Technical Proposals shall be sent to the addresses referred to in Data Sheet.
- iv) The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the RFP number and the name of the project, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, RFP number and title of the project, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE the Technical Bid opening date as mentioned in the data sheet. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- v) The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- vi) The Client shall open the Technical Proposal on the date as mentioned in data sheet. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## 3.2.7 Deadline for submission of Bid

Bid (Technical and Financial) must be submitted by the Bidder not later than the time specified on the prescribed date. The Authority/DMIC IITGNL may, at its discretion, extend this deadline for submission of Bid by amending the Bid document, in which case all rights and obligations of the Authority/DMIC IITGNL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 3.2.8 Late Bid

i) Bids received by the Authority/DMIC IITGNL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### 3.2.9 Authority's and DMIC IITGNL right to accept any Bid and to reject any or all Bids.

- i) Notwithstanding anything contained in this Bid, Authority/DMIC IITGNL reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii) The Authority/DMIC IITGNL reserves the right to reject any Bid if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by Authority/DMIC IITGNL, the supplemental information sought by Authority/DMIC IITGNL for evaluation of the Bid.
- iii) Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority/DMIC IITGNL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

### 3.2.10 Period of validity of Bid

- i) Bid shall remain valid for 90 days after the date of Bid opening prescribed by the Authority. An Bid valid for a shorter period shall be rejected by the Authority/DMIC IITGNL as non-responsive.
- ii) In exceptional circumstances, the Authority/DMIC IITGNL may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

## 3.2.11 Correspondence with the Bidder

- i) Save and except as provided in this Bid, the Authority/DMIC IITGNL shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any Bid.
- ii) The Bidders or its Technical Partners shall contact GNIDA on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- iii) Any effort by the Bidder or by its Technical Partners to influence GNIDA in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

# 3.3 Earnest Money Deposit

- i) The Bid document should be accompanied with an Ernest Money Deposit (EMD) as mentioned in the data sheet.
- ii) Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority/DMIC IITGNL.
- iii) Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- iv) The successful Bidder's Bid EMD will be adjusted with Performance Security to be submitted by the Bidder upon signing the contract.

- v) The EMD may be forfeited:
  - a) If Bidder (i) withdraws it's Bid during the period of Bid validity specified by the Bidder on the bid form: or (ii) does not accept the correction of errors or (iii) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
  - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority/DMIC IITGNL .

# 3.4 Opening and evaluation of Bids

# 1. Opening of technical Bid by the Authority/DMIC IITGNL

- i) The Authority/DMIC IITGNL will open all technical Bids, in the presence of Bidder's representatives who choose to attend at the date/time as mentioned in the data sheet of this RFP at System cell office Sector-Gamma-II, Greater Noida. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date Bid opening being declared a holiday for the Authority/DMIC IITGNL, the bids shall be opened at the appointed time and place on the next working day.
- ii) The Bidder who is participating in Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of DMIC IITGNL within the duration (strictly within opening & closing date and time of individual Bid) of the work as mentioned in Bid notice, otherwise, in any case, Bid shall be rejected.
- iii) The Bidders names and the presence or absence of requisite Bid security and such other details as the Authority/DMIC IITGNL at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- iv) The Authority/DMIC IITGNL will prepare minutes of Bid opening.

### 3.4.1 Opening of financial Bid

- i) After evaluation of technical Bid, through the evaluation committee the Authority/DMIC IITGNL shall notify those Bidders whose technical Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial Bids will not be opened.
- ii) The Authority/DMIC IITGNL will simultaneously notify the Bidders, whose technical Bids were considered acceptable to the Authority/DMIC IITGNL The notification may sent by e-mail provided by Bidder.
- iii) The financial Bids of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.
- iv) The Authority/DMIC IITGNL will prepare the minutes of the Bid opening.

### 3.4.2 Correction of Errors

- i) Financial Bids determined to be responsive will be checked by GNIDA/DMIC IITGNL for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- ii) The amount stated in the Financial Bid will be adjusted by GNIDA/DMIC IITGNL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of Bid, his Bid will be rejected, and his Bid Security shall be liable for forfeiture.

# 3.4.3 Conditions of eligibility of Bidders

Bidders must carefully examine the eligibility criteria as mentioned below. The Bidder has to meet all the eligibility criteria set out to be eligible for technical & financial evaluation.

S.No.	Eligibility Criteria	Documents to be submitted by Bidder
1.	The Consultant should either be a sole proprietorship firm/ a partnership firm registered under the Indian Partnership Act, 1932/ a limited liability partnership registered under the Limited Liability Partnership Act, 2013/ a company incorporated under the Companies Act 1956 / 2013 or a body corporate incorporated under the applicable laws of its origin.	Copy of Certificate of Incorporation or Copy of the Partnership Deed (selfattested)
2.	The Consultant should be registered under G.S.T	Copy of G.S.T registration certificate
3.	The Consultant should be working in media, audiovisual communication, design and publication for at least 5 years.	Self-attested Copy of work orders of earliest related work order.
4.	The Consultant must have a fully functional office in Delhi/NCR.	Self-attested Copy of Certificate of Incorporation
5.	The Consultant must have an average annual turnover of at least INR 50 lakhs in each of the financial years (2014-15, 2015-16 & 2016-17). Audited Financial Statements to be attached as proofs.	Self-attested Audited Financial Statements
6.	The Consultant should have at least one Architect / Planner in its team in order to build the story from their perspective.	Certificate of Qualification of Degree of Architecture or Planning.

### 3.4.4 Evaluation criteria of Bids

i) The Technical Bid will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest.

	#	Criteria	Maximum Marks	Documents to be Submitted
1		Firm's Relevant Experience/Technical expertise	40	Work Orders / Completion
		<ul> <li>Experience of development and production of Brochure for departments/ ULBs/ Authorities or PSUs of Government of India Government.</li> </ul>		Certificate/ Declaration by the firm duly signed by

	<ul> <li>1 to 2: 10 marks</li> <li>2 to 5: 15 marks</li> <li>5 or more: 20 marks</li> <li>Maximum Marks: 20</li> <li>Development and production of Audio-Visual explanatory/promotional films for departments/ ULBs/Authorities or PSUs of Government of India Government</li> <li>1 to 2: 10 marks</li> <li>2 to 5: 15 marks</li> <li>5 or more: 20 marks</li> <li>Maximum Marks: 20</li> </ul>		authorized signatory
2	Relevant Experience of the Key Personnel	40	Filled : Form - 5: CV format
	Director: 10 Marks		Curriculum Vitae of key
	Designer : 10 Marks		personnel with self-
	Editor & Author: 10 Marks		certification
	Project Manager : 5 Marks		
	Architect/ Planner : 5 Marks		
	The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights:		
	General qualifications (general education, training, and experience): 25% weightage		
	Adequacy for the Project (relevant education, training, experience in Similar Projects ): 50% weightage		
	3. Years of experience in similar role: 25% weightage In case one person is proposed for more than one position, qualifications and relevant experience must be clearly shown. Background, media and communication experience, national		
	and international exposure, past work with Government of India will be taken into consideration.		
4	Technical Presentation	20	
	Bidder's capability, understanding, approach and methodology, appreciation of requirements.		
	Grand Total	100	

#### 3.4.5 Method of Selection of Consultant:

- i) The Financial Proposals shall be opened for only those Bidders who score a minimum of 70% in Technical evaluation as per the above-defined technical evaluation criteria. These will be ranked in terms of their total evaluated cost using Combined Quality cum Cost Based Selection (CQCCBS) process with technical score having weightage of 70% and financial price having weightage of 30%.
- ii) Based on the criteria and the total score, the technical scores will have a weightage of 70%. The Financial bids will be allotted a weightage of 30%.
  - Sf=100XF/Fm, in which Sf is the financial score, Fm is the highest % and F the percentage of the proposal under consideration.
- iii) The total score shall be obtained by weighing the quality and cost scores and adding them up.
- iv) On the basis of combined weighted score for quality and cost, the consultant shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined marks will be considered for award of the contract.

#### Consolidated score (S) = Technical score \* 0.70 + Financial score \* 0.30

v) The Evaluation Committee will correct any computational errors.

## 3.4.6 Contacting GNIDA / DMIC IITGNL

- vi) No Bidder shall contact the Authority /DMIC IITGNL on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority /DMIC IITGNL, he/she can do so in writing.
- vii) Any effort by a Bidder to influence the Authority/DMIC IITGNL in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.
- viii) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Authority/DMIC IITGNL works and legal proceeding can also be initiated.

### 3.5 Award of Contract

### 3.5.1 Award Criteria

i) The Bidder securing the highest combined score (S) shall be treated as the successful Bidder and considered for award of the contract.

### 3.5.2 Notification of award

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

## 3.5.3 Performance Security

Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee drawn on any Nationalized Bank in favor of DMIC IITGNL valid for six months after completion of the Project.

Before the contract is awarded to the Consultant, an agreement (to be given later) will have to be signed by the Consultant at his cost on proper stamp paper

## 3.5.4 Signing of contract

At the same time as the Authority/DMIC IITGNL notifies the successful Bidder that it's Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant documents. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed.

# 4 General Condition of Contract

## 4.1 General Provisions

### 4.1.1 Definitions

- i) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
  - a) "Consultant" means any private or public entity that will provide the Services to the Authority /DMIC IITGNL ("the Client") under the Contract
  - b) "Contract" means the Contract signed by the Parties and all the attached documents, if any
  - c) "Government" means the Government of the Client's country/state
  - d) "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them

### 4.1.2 Law Governing Contract

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

### 4.1.3 Language

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

### 4.1.4 Notices

- i) 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.
- ii) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

### 4.1.5 Authorized Representatives

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

#### 4.1.6 Taxes and duties

i) TDS shall be deducted and deposited by the Authority/DMIC IITGNL and GST shall be paid by the Authority/DMIC IITGNL separately on the professional fee agreed as part of this Contract.

# 4.1.7 Fraud and Corruption

- i) Definitions: defines, for the purpose of this provision, the terms set forth below as follows:
  - a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

### ii) Measures to be taken

- a) The Client will cancel the contract if representatives of the Consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;
- b) The Client will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

#### 4.1.8 Limitation of Liability

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

# 4.2 Commencement, Completion, Modification and Termination of Contract

#### **4.2.1** Effectiveness of Contract

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

### 4.2.2 Commencement of Services

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

### 4.2.3 Expiration of Contract

i) Unless terminated earlier pursuant to GC Clause 4.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

### 4.2.4 Modifications or Variations

i) 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.

### 4.2.5 Force Majeure

### i) Definition

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

#### ii) No Breach of Contract

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

## iii) Extension of Time

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

#### iv) Payments

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

# 4.2.6 Termination

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

### i) By the Authority/DMIC IITGNL

The Authority/DMIC IITGNL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this GC Clause 4.2.6.i). In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 4.3.ii) hereof.

### ii) By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this GC Clause 4.2.6.ii):

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 4.3.2 hereof.

### iii) Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 4.2.6.i) or 4.2.6.ii), the Client shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 4.5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 4.2.6.i), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

# 4.3 Obligation of the Consultant

# 4.3.1 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 advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

### 4.3.2 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall

the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

### 4.3.3 Documents prepared by the Consultant to be the property of the Authority/DMIC IITGNL

- a) All applicable plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract.
- c) Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement.

# 4.3.4 Accounting, Inspection and Auditing

The Consultant (i)shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii)shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

## 4.4 Obligation of the Client

### 4.4.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the Contract.

### 4.4.2 Change in the Applicable Law Related to Taxes and Duties

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

### 4.4.3 Services and facilities

The Client shall make available free of charge to the Consultant the Services and Facilities as required by the Consultant to execute the Services.

# 4.5 Payments to the Consultant

Payments will be made to the account of the Consultant and according to the payment schedule stated in the Contract. The Professional Fee shall be inclusive of GST and any other charges incurred by the consultant, unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

# 4.6 Good Faith and Indemnity

- 4.6.1 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.
- 4.6.2 To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

# 4.7 Settlement of Disputes

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

#### 4.7.2 Amicable Settlement

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

#### 4.7.3 Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the District court of Gautam Budhh Nagar, to which both the parties agree to submit for these purposes.

# 4.8 Fraud and Corrupt Practices

4.8.1 The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, the

Authority shall reject a Bid without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine preestimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Consultant's Proposal.

- 4.8.2 For the purposes of this Clause 4.1.7, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.2.13 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

# 4.9 Indemnity and Liability

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

4.9.2 The Contract requires that the aggregate liability of the selected Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder.

#### 5 **Appendix**

# Form-1: Letter of the Proposal

Letter of Proposal
(On Bidder's letter head)
(Date and Reference)
То:
General Manager (Planning & Architecture)
Greater Noida Industrial Development Authority
Plot No. 1, Knowledge Park 4, Greater Noida
District Gautam Budh Nagar – 201308, Uttar Pradesh
Sub: Submission of proposal for Selection of consultant for preparation of promotional film & explanatory brochure
on Greater Noida for Greater Noida Industrial Development Authority/DMICIITGNL
Dear Sir/Madam,
With reference to your Bid Document dated DD-MM-YYYY, I/we, having examined all relevant documents and
understood their contents, hereby submit our Bid for (Insert name of Project)
The Bid is unconditional and unqualified.
All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such
Did one two coming of their respective entrines

ch Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Vendor for the aforesaid Project.

I/We shall make available to the Authority/DMIC IITGNL any additional information it may deem necessary or require for supplementing or authenticating the Bid

I/We acknowledge the right of the Authority/DMIC IITGNL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority/DMIC IITGNL;

• I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.8 of the Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority/DMIC IITGNL or any other public sector enterprise or any government,

Central or State; and

• I/We understand that you may cancel the Selection Process at any time and that you are neither bound

to accept any Bid that you may receive nor to select the Vendor, without incurring any liability to the

Bidders in accordance with Clause 3.2.9of the Bid document;

• I/We certify that in regard to matters other than security and integrity of the country, we have not been

convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would

cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the

moral sense of the community;

I/We further certify that in regard to matters relating to security and integrity of the country, we have

not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any

offence committed by us or by any of our Associates;

I/We further certify that no investigation by a regulatory authority is pending either against us or against

our Associates or against our CEO/Partners/Directors/Managers;

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever

otherwise arising to challenge or question any decision taken by Authority/DMIC IITGNL in connection

with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above

mentioned Project;

• I/We agree and understand that the proposal is subject to the provisions of the BID document. In no

case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or

our Bid is not opened or rejected;

I/We have studied Bid and all other documents carefully and also surveyed the Project site. We

understand that, we shall have no claim, right or title arising out of any documents or information

provided to us by the Authority/DMIC IITGNL or in respect of any matter arising out of or concerning or

relating to the Selection Process including the award of the Project;

• I/We agree and undertake to abide by all the terms and conditions of the Bid Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Document.

Date:

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

# 5.2 Form-2: Financial capacity of the Bidder

Please provide with financial details about the Bidder along with necessary supporting documents. Annuals reports for the last three (3) years (2014-15, 2015-16 & 2016-17) must be attached to the response. Along with that please provide financial information in the following format:

S.No	Financial Year	Annual Turnover (INR)
1	(2014-15)	
2	(2015-16)	
3	(2016-17)	

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation

# 5.3 Form 3: Details of Bidders

[Fill separate forms if bidding as a consortium]

Details of the firm by Bidder		
Name of the Firm:		
Date of registration of the Firm:	Country:	
Location within Country :		
List of Professional Staff functioning in your firm:		
Copy of Certificate of Incorporation or copy of the par	tnership deed	

Signature of Authorised Person

# 5.4 Form 4: List of post experience of similar projects

A. Experience of development and production of information/explanatory Brochure:

#	Name of the	Project	Value of Work	Current Status	Reference of supporting work
	Client	description	(in INR)	(On-going/	order/ completion certificate
	Organization			Complete)	
1					
2					
3					

B. Experience of development and production of explanatory/promotional films:

#	Name of the	Project	Value of Work	Current Status	Reference of supporting work
	Client	description	(in INR)	(On-going/	order/ completion certificate
	Organization			Complete)	
1					
2					
3					

On behalf of (Name of Bloder	On behalf of	(Name of Bidder)
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Signature of authorized person

Name:

Designation:

**Note:** Form 5 has to be filled for each Project with necessary documentary evidence in support of the experience claimed

# 5.5 Form 5: Project Information

[Use separate sheet for each cited Project]

Bidder Name: [insert full name]

Date: [insert day, month, year]

Project No.	Information		
[insert number]			
Project Identification	[insert Project name and number, if applicable]		
Award date	[insert day, month, year, e.g. 15 June, 2017]		
Date of Commissioning	[insert day, month, year,	, e.g. 15 June, 20	017]
Completion date	[insert day, month, year, e.g. 15 June, 2017]		
Project Scope	[insert Project details and scope of works]		
Role in Contract	Sole Developer Consortium,		/JV Partner
[check the appropriate box]			
Total Project Amount	[insert total Project amount in local INR [insert total Project		
	currency]		amount in INR equivalent]
If partner in a Consortium/ JV, or sub-		total Project	-
Concessionaire, specify participation in total			amount in INR equivalent]
Project amount	amount] curren	суј	
Employer/ Client's Name:	[insert full name]		
Address:	[indicate street / number / town or city / country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area		
E-mail:	codes]		
	[insert e-mail address, if available]		

On behalf of (Name of Bidder)

Signature of authorized	person
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Name:

Designation:

Note: Bidders should provide Self-declaration from authorized signatory

# 5.6 Form-6: CV format

[Please capture all relevant information]

# **Curriculum Vitae of Key Personnel**

#	Position	Name	Background including educational qualification	Years of experience	Relevant experience for evaluation	Any other details
1	Designer for publications					
2	Director for audio visual production					
3	Editor and author					
4	Project Manager					

Detailed Curriculum Vitae for proposed personnel: The following information should be provided in the format below for each of the key personnel as specified in the document. Add additional sheets if necessary.

Designation Proposed	:			
NAME OF FIRM	:			
NAME OF STAFF	:			
DATE OF BIRTH	:		NATIONALITY :	
YEARS OF EXPERIENCE	:			
EDUCATION	:			
	•			
EMPLOYMENT RECORD				
From:	To:			
Employer:				
Position Held				
DETAILED TASK ASSIGNED				
WORK UNDERTAKEN THAT E	BEST ILLUSTRATES CAP	ABILITY TO UNE	DERTAKE THE TASKS ASSIGNED	

## 5.7 Form 6: Financial Proposal Submission Form

(On Bidder's	letter	head)
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[Location, Date]

To,

General Manager (Planning & Architecture)

**Greater Noida Industrial Development Authority** 

Plot No. 1, Knowledge Park 4, Greater Noida

District Gautam Budh Nagar – 201308, Uttar Pradesh

Sub: Financial Bid for Selection of consultant to prepare promotional film & explanatory brochure on Greater Noida for Greater Noida Industrial Development Authority

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your Bid dated....., and our Bid (Response to Technical Bid and Financial Bid). Our attached Financial Bid is as follows:

- 1. Development and production of promotional film: Our lump sum quote is ...... inclusive of applicable G.S.T.
- 2. Development & production of information brochure: Our per page quote is ...... inclusive of applicable G.S.T. Total quantity of brochures is 1000 Nos.

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual sub components of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 90 days from the date of submission of the Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder