



## **Request for Proposals (RFP)**

**for**

### **Empanelment of Advertising agency for providing assistance to Yamuna Expressway Industrial Development Authority (YEIDA)**

**Location:** Gautam Budh Nagar District, Uttar Pradesh

**Reference No:** YEA/MKT/196/2021

**Date:** 24/03/2021

**Issued by:**



**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**

First Floor, Commercial Complex, P-2, Sector- Omega I,

Greater YEIDA, Gautam Budh Nagar, Uttar Pradesh, PIN: 201308

Tel: +91.120.2395153/7/8

Website: [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)

Tender Notice No.: 2021-AMV-C and W-Etender-06 date: 23.03.2021 673/21

**SERVING CUSTOMERS WITH A SMILE**



**Yamuna Expressway Industrial Development Authority**  
First Floor, Commercial Complex, P-2, Sector Omega 1, Greater Noida,  
Uttar Pradesh-201308, Ph.: 0120-2395152  
Website: www.yamunaexpresswayauthority.com

Reference Number: YEA/MKT/196/2021 Dated: 24/03/2021

**Request for Proposal (RFP) for Empanelment of Advertising agency for providing assistance to Yamuna Expressway Industrial Development Authority (YEIDA)**

Detailed RFP document is available on the Yamuna Expressway Industrial Development Authority's website [<http://www.yamunaexpresswayauthority.com>] from 24/03/2021, 1500 hrs (IST). The authority seeks empanelment of Advertising agencies for following categories:

- Category A:** Print Media Advertising Agency (Print Media)
- Category B:** Event / Outdoor Publicity Agency
- Category C:** Audio-Video Production Agency (Digital Media)
- Category D:** Social Media Management Agency (Electronic Media)

Applicant may apply for empanelment in one or more category depending upon relevant similar experiences as per clause 3.2 and compliance to category wise eligibility criteria as per clause 5 as mentioned in the RFP document. Category wise, separate applications need to be submitted by the Applicant

Interested Applicants are required to submit their proposal on or before **09/04/2021, 1700hrs (IST) as per clause 4.2 of the RFP document**. The applications are to be submitted to YEIDA (Marketing), First Floor, Commercial Complex, P-2, Sector Omega 1, Greater Noida, Uttar Pradesh-201308

Email: [yeidamarketing456@gmail.com](mailto:yeidamarketing456@gmail.com), Phone: +91-120-2395153/57.

OSD, YEIDA

## **Disclaimer**

This Request for Proposal (RFP) document for “**Empanelment of Advertising agency for providing assistance to Yamuna Expressway Industrial Development Authority (YEIDA)**” contains brief information about the scope of work and selection process for the Successful Agency (or Agency”). The purpose of this document is to provide the applicant with information to assist the formulation of their application (“the Application”). The services related to the Advertising Services as envisaged by the Authority 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 Applicant. The Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their proposal for the competition.

Yamuna Expressway Industrial Development Authority (“YEIDA”), its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

YEIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. YEIDA 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 document.

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## 1. Data Sheet

1	Name of the Document	<b>Empanelment of Advertising agency for providing assistance to Yamuna Expressway Industrial Development Authority (YEIDA)</b>
2	Duration of Empanelment	2 years from date of Notice of Empanelment
3	Method of Selection	Empanelment
4	Proposal processing Fee	1100/- INR (Non-Refundable) Account details: Name: Yamuna Expressway Industrial Development Authority Account No: 49960100000032 IFSC Code: BARBOYEIDAX Bank Name: Bank of Baroda, Yamuna Expressway Branch, Greater Noida, UP
5	Financial Bid to be submitted together with Technical Bid	No
6	Availability of Proposal document	Bank Name: Bank of Baroda, Yamuna Expressway Branch, Greater Noida, UP Yamuna expressway website: <a href="http://www.yamunaexpresswayauthority.com">www.yamunaexpresswayauthority.com</a>
7	Mode of Proposal Submission	Hard copy to be submitted as per Clause 4.2 at the following address: Bank Branch Name: Bank of Baroda, Yamuna Expressway Branch, Greater Noida, UP
8	Name of the Authority's official for addressing queries and clarifications	<b>O.S.D</b> Yamuna Expressway Industrial Development Authority First floor, Commercial complex. P-2, Sector- Omega 1 Gautam Budh Nagar, Greater Noida, Uttar Pradesh, 201308 Email: <a href="mailto:yeidamarketing456@gmail.com">yeidamarketing456@gmail.com</a> Website: <a href="http://yamunaexpresswayauthority.com/">http://yamunaexpresswayauthority.com/</a>
9	Proposal Validity Period	180 days from Proposal Due Date
10	Proposal Language	English
11	Consortium to be allowed	No
12	Sub-contracting is allowed	No
<b>Schedule of Application Process</b>		
<b>Task</b>		<b>Key Dates</b>
13	Document upload/publish date	24.03.2021; 11:30 am
	Proposal Due Date (PDD)	09.04.2021; 5.00 pm
	Opening of Technical Proposals	13.04.2021; 5.00 pm
	Concept Presentation	To be communicated later
	Issuance of Notice of Empanelment	To be communicated later
	Signing of Agreement	To be communicated later to selected empanelled agency (project specific)

## 2. General Information

### 2.1 Background

The YEIDA area is spread around the Yamuna Expressway - a 100m wide and a 165km long expressway on the eastern bank of Yamuna River. Inaugurated in August 2012, the Expressway lies between YEIDA and Agra which has reduced the travel time considerably. The new six-lane (extendable to eight-lane) access-controlled Expressway with brand name of Yamuna Expressway has also opened up a vast area on the eastern bank of Yamuna river for urban and industrial development.

The Yamuna Expressway Industrial Development Authority has been constituted with the objective to secure the planned development of this industrial development area. To achieve this objective, YEIDA intends to optimize on the present potential, enhance investment climate and promote the economic development of the area through creation of a sustainable environment, supported by world-class infrastructure.

The main functions of the Authority included the following:

- Acquisition of land for area development
- Preparation of Master plan for planned development of the industrial development area
- Development of Infrastructure facilities such as drainage, feeder roads, electrification and other facilities in the area

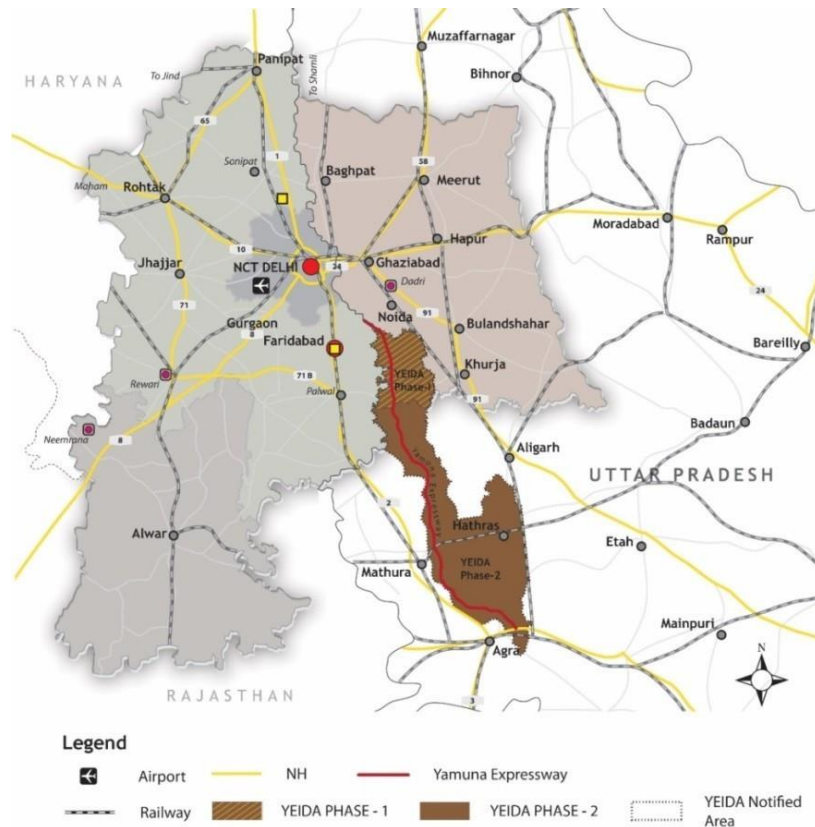


Figure 1: The YEDIA Region

With the fast track growth of the region, development Noida International Airport (near Jewar in YEIDA) and other advancements, the region is inclined to witness various significant events and opportunities in the coming years. In this regard, YEIDA intends to select reputed, resourceful and bonafide Advertising Agencies for Empanelment with YEIDA Authority for providing end to end assistance in the upcoming events/projects in the region.

### **3. Terms of Reference**

#### **3.1 Empanelment Categories**

The agencies shall be empanelled under four broad categories as mentioned below:

**Category A: Print Media Advertising Agency (Print Media)**

**Category B: Event / Outdoor Publicity Agency**

**Category C: Audio-Video Production Agency (Digital Media)**

**Category D: Social Media Management Agency (Electronic Media)**

*Note: Applicant may apply for empanelment in one or more category depending upon relevant similar experiences as per clause 3.2 and compliance to eligibility criteria as per clause 5. Category wise, separate applications need to be submitted by the Applicant*

#### **3.2 Scope of Work**

The agency is required to provide advertising services for all corporate campaigns, display advertisements, public notice, schemes and recruitment along with radio, film production, social media campaigns, event management/ branding etc. The broad scope of work for each category is as follows (but not limited to):

##### **3.2.1. Category A: Print Media Advertising Agency (Print Media)**

- i. The empanelled agencies would identify and recommend media mix within the YEIDA budget for the assigned job of advertisement/publicity campaign for release of such assigned jobs and shall not charge any fee for such advice/suggestions nor for creative work of preparing advertisement artwork/copy, as and when required by the Authority
- ii. The empanelled agencies shall provide service for release of advertisements all over India.
- iii. Display Advertisements in respect of display advertisement concept/artwork will be invited from all the empanelled agencies on the basis of a uniform brief. On selection of an agency's concept – the agency would be informed of the date of release and publications, preferred pages etc. and be asked to provide the cost estimates with supporting documents within three days. The advertisement(s) will be released to YEIDA approved publications at best negotiated/discounted rate offered to YEIDA.
- iv. RFP/ Notices/ similar Advertisements in respect of notice/recruitment advertisements/public notice/Tender Notices/ Press releases etc. with standard layout will be awarded at the rates negotiated by YEIDA with various publications.
- v. There may be cases where YEIDA would require services of Agency at short notice on Saturdays, Sundays and Holidays. In such cases all empanelled agencies will be contacted by fax/e-mail/telephone. Empanelled agencies shall keep YEIDA informed of their respective contact person for required tasks during holidays. YEIDA will consider awarding the job to only those agencies who respond appropriately within the given time frame.

##### **3.2.2. Category B: Event /Outdoor Publicity Agency**

- i. The outdoor media work covering hoarding sites, banners, posters, pole kiosks, wall paintings, exhibitions, display panels, illuminated signage etc. installation for specified duration and

removal after the term.

- ii. Manage various events, seminars, conference on requirement of the authority. In such cases empanelled agencies will be contacted by e-mail/telephone. Empanelled agencies shall keep YEIDA informed of their respective contact person for required tasks during holidays. YEIDA will consider awarding the job to only those agencies who respond appropriately within the given time frame.

### **3.2.3. Category C: Audio – Video Production Agency (Digital Media)**

#### **Promotion, documentary, corporate film production**

- i. The Agency shall develop all types of animations /shoot based TVC on requirement of the authority.
- ii. The Agency shall develop all types of animations /shoot based documentary on requirement of the authority.
- iii. The Agency shall develop Radio Jingles / Radio Spot (Generic/Specific) on requirement of the authority.

### **3.2.4. Category D: Social Media Management Agency (Electronic Media)**

- i. Social Media Management – Management of Social media platforms for the authority on Facebook, Twitter, Instagram, Youtube etc.
- ii. Creation of content for Day to Day Handholding

## **3.3 Contract and Orders for the events/projects**

Post empanelment, as per the evaluation criteria mentioned in Clause 5, separate project specific agreement shall be entered with selected empanelled agency (as per Selection process specified in Clause 6) and Authority for each project based on terms and conditions of this empanelment document.

Agency shall make suggestions, advise and recommendation on the media mix, appropriate publications etc. as required by YEIDA. YEIDA shall provide the names of publications/audio channels (like AIR, FM, etc.), audio-visual (TV channels like-Doordarshan and other channels) based on input given by advertisement agency in terms of Media Campaign.

The agency will buy all advertising space, time and material on behalf of YEIDA with its prior approval of the estimates before the release/execution of the work. However, wherever required as per procedure, YEIDA shall countersign all contract forms without causing any prejudice to its interest.

## **3.4 Terms of Payment**

### **3.4.1. General Conditions**

- i. No Advance payment shall be made. The Agency shall submit its bills to YEIDA as per according to INS accreditation norms supported by all relevant documents. Bills in the normal course, are payable by NEFT/RTGS within 30 days from the date of their receipt in YEIDA (unless otherwise agreed). If, however, a bill incorporates a charge for a job not already approved by YEIDA or is



not accompanied with all supporting documents it shall be brought to the notice of Agency within 10 days of receipt of such bill by YEIDA. In the case of such notice, payment may get delayed beyond 30 days.

- ii. All payments to the Agency for the assigned jobs carried out/executed at any place/city in India and/or outside India, shall be made by YEIDA from and at Greater Noida unless otherwise agreed.
- iii. The invoices of the Agency must be supported by the following documents:
  - a. YEIDA release order signed by authorized signatory
  - b. Cost estimates clearly mentioning discounts/publication rate cards
  - c. Pre-receipt in duplicate and Original bills of publications/media
  - d. Vouchers copies in duplicate (complete set)
  - e. Publications advertisement released, certificate and Attested copies of GSTIN registration certificate and PAN
  - f. GST shall be paid, as applicable.
  - g. TDS will be deducted at source, as per rules.
- iv. Payment Terms for Newspaper advt.
  - a. The agency shall send Invoice to the Authority stating therein the total cost of publication incurred on DAVP or commercial rates as per agreed terms. Payment shall be made within 30 days of Invoice being delivered in YEIDA office.
  - b. The agency shall provide a copy of the bills raised by the newspaper/publication on the agency along with invoice to the Authority.
- v. Payment and terms for other jobs, which shall be decided when the work is awarded to successful agency, shall be made in accordance with the terms and conditions set at that time.
- vi. The payment shall be inclusive of all charges i.e. all taxes, duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges etc.
- vii. The payment shall be inclusive of fees payable by the agency to any other sub agency (consultant) and associated agency (consultant) and nothing extra shall be payable by the Authority.
- viii. The agency shall have to make all arrangements for the staff at their own cost.
- ix. The agency shall acquaint itself with all the legislation, court and standards prescribed from time to time.

#### **3.4.2. Cost of the Project to be excluded for payment to the Agency**

The cost of following items shall not be included in the cost for purpose of working out of the Agency's fee

- i. Any other services which are not planned by the Agency
- ii. Cost of any rejected work
- iii. Cost of any supervisory and other establishment employed on work by the Authority or the Agency

- iv. Other contingent expenditure
- v. Escalation in the cost due to increase in rates on materials, labour etc. after award of work

**Note:**

In addition to the above, the Agency shall submit progress reports indicating the progress of the study in terms of schedule activity versus actual status, reasons for delay (if any) and the likely action plan for the following days/months.

- i. The size and scale of all deliverables to be prepared will be as per the requirement of that particular item, best industry norm and as decided by the Authority.
- ii. In case of a delay in submission of deliverable(s) (more than the agreed date/time of submission) and if the cause of delay is solely attributed to the Agency, the Authority may impose a penalty of .5% of total cost of amount payable at that deliverable per week of delay. The decision of the Authority shall be final and binding.
- iii. All payments shall be made only after approval of submitted documents to the Authority

**3.5 Period of Empanelment**

The period of work shall be **2 (two) years** starting from the date of issue of notice of empanelment, which may be extended by mutually agreed upon both parties, if required, as per approval of CEO, YEIDA.

**3.6 Performance**

The agency shall make all efforts to get maximum discount from the respective media for YEIDA authority and deduct the same in writing; same shall be given added advantage in case of review.

- i. In the event of specific launch of a media campaign, YEIDA will contract any/all empanelled agencies for creative options and also to distribute the creative so developed amongst one or more agencies for further release of the same in the Print/Electronic media.
- ii. Charges for jobs, other than press advertisements, like printing, production of diaries, calendars, greeting cards, annual reports, TV/Radio commercials, setting up of stalls in exhibitions/fairs etc. will be decided post empanelment amongst the empanelled agencies.
- iii. The agency will not be paid for generating designs, creative options, and translation of material from English to Hindi or into any other Indian language.
- iv. The agency will assist the Authority in advertising it on methods and media of advertising, preparation of drawings and block, undertaking research work and dealing with the newspapers/publications on behalf of Authority.
- v. The agency shall ensure that in all tender advertisements released in newspapers/publications, optimum utilization of space is made with no wastage of space and the advertisement is cost effective.
- vi. The agency shall submit the proofs of the advertisements prepared by it to the Authority before the subject matter is actually printed or published. The Authority shall return the proof with its official seal and i) With expression 'O.K' (meaning correct as it stands) or ii) With expression

“O.K with correction’ (meaning that the corrections marked upon the proof must be made before its publication) or iii) With expression ‘Revise’ (meaning that after corrections as suggested have been made, fresh proofs must be submitted).

- vii. In the event of any error or omission not being still corrected by the agency after the duly corrected proof having been returned by the Authority to the agency, the latter shall be liable to compensate the Authority, the entire cost of the advertisement so published incorporating therein the said error or omission.
- viii. YEIDA reserves the right to place an order for the full or part quantities under any item of the work under scope of work.

## **4. Instructions to Applicants**

### **4.1 General Conditions**

- i. The Applicant shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority 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.
- ii. The Applicant shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Applicant's documents conform to the intent and purpose set out in the Agreement, shall be made at the Applicant's own expense. The Applicant represents that it is a professional and experienced company providing similar services for YEIDA, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- iii. Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the Authority and/or by sending written queries to YEIDA
- iv. YEIDA shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to proposal or the Selection Process, including any error or mistake therein or in any information or data given by YEIDA.
- v. The Professional fee is inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing.

#### **4.1.1. Number of Proposals and respondents**

- i. Applicant may apply for empanelment for one and more category depending upon the nature of work done by the agency as mentioned in Section 5.
- ii. Applicant is required to submit separate proposals for each Category applied for.

#### **4.1.2. Proposal preparation cost**

- i. The Applicant shall bear all costs associated with the preparation and submission of the proposal. YEIDA will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- ii. All papers submitted with the Proposal are neither returnable nor claimable.
- iii. Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

#### **4.1.3. Acknowledgement by the Applicant**

It shall be deemed that by submitting the application, the Applicant has:

- i. made a complete and careful examination of the application;

- ii. received all relevant information requested from YEIDA;
- iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of YEIDA;
- iv. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- v. acknowledged that it does not have a Conflict of Interest; and
- vi. agreed to be bound by the undertaking provided by it under and in terms hereof.

**4.1.4. Availability of RFP Document**

- i. This RFP is available on the YEIDA Authorities' website [yamunaexpresswayauthority.com](http://yamunaexpresswayauthority.com) at E-link to enable the Applicants to view, download the RFP. The document is also available at Bank Name: Bank of Baroda, Yamuna Expressway Branch, Greater Noida, UP
- ii. The proposals are required to be submitted in hard copy at up to the last date and time mentioned in the RFP document at Bank Name: Bank of Baroda, Yamuna Expressway Branch, Greater Noida, UP.

**4.1.5. Clarifications**

- i. Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority
- ii. During evaluation of application, the Authority may, at its discretion, ask the Applicant for a clarification of his/her application. The request for clarification shall be in writing.
- iii. YEIDA shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to application or the Selection Process, including any error or mistake therein or in any information or data given by YEIDA
- iv. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.1.5 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

**4.1.6. Amendment of RFP Document**

- i. At any time prior to the proposal due date, the Authority, for any reason, whether at his own initiative or in response to a clarification requested by eligible applicant, may modify the RFP Document by issuance of an addendum. The addendum will be sent in writing to all eligible Applicants to whom the revised RFP Document has been supplied.
- ii. In order to provide the applicants a reasonable time to examine the addendum, or for any other reason, YEIDA may, at its own discretion, extend the Proposal Due Date.
- iii. It shall be the sole responsibility of the prospective Applicant to check the web site YEIDA's Website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.

#### **4.1.7. Data identification and collection**

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

## **4.2 Preparation and submission of Proposals**

### **4.2.1. Language of Proposal**

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

### **4.2.2. Documents constituting the proposal**

The proposal prepared by the Applicant shall comprise the documents as per the conditions of the RFP document

### **4.2.3. Proposal form**

The Applicant shall complete the RFP forms and the appropriate documents as furnished in the RFP document.

### **4.2.4. Proposal currency**

Prices shall be quoted in Indian Rupees only

### **4.2.5. Format and Signing of Proposals**

- i. The Applicant needs to submit their technical proposals in prescribed format
- ii. The proposals shall be typed or printed, and the applicant shall duly sign 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.
- iii. Applicants would provide all the information as per the RFP Document and in the specified formats. YEIDA reserves the right to reject any proposal that is not in the specified formats.

- iv. In case the Applicant intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

#### **4.2.6. Sealing and marking of proposals**

- i. The technical proposal for each category shall be sealed in **one** single outer envelope clearly bearing the following identification: **“Empanelment of Advertising agency for providing assistance to Yamuna Expressway Industrial Development Authority (YEIDA)”**

**“Category: \_\_\_\_\_”**

- ii. The proposals shall be addressed to:

**CEO**

First Floor, Commercial Complex, P-2, Sector- Omega I,  
Greater YEIDA, Gautam Budh Nagar, Uttar Pradesh, PIN: 201308  
Phone No: +91 120 2336017  
Email: yeidamarketing456@gmail.com

- iii. The envelope shall indicate the name, address and contact number of the Applicant.
- iv. If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection.
- v. The proposal shall be submitted in hard copy (in accordance with the conditions of the RFP document) as per the proposal due date and time mentioned in Data Sheet at the following address:  
  
Bank Name: Bank of Baroda, Yamuna Expressway Branch, Greater Noida, UP (Proposal submitted at any other branch/office shall not be accepted)

#### **4.2.7. Proposal due date**

- i. Authority, at its sole discretion, may extend the Proposal due date by issuing an Addendum.
- ii. Proposals should be submitted at or before Proposal due date, to the address provided in Form 7 in the manner and form as detailed in this RFP.
- iii. Authority may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum uniformly for all Applicants.

#### **4.2.8. Late Proposals**

Any Proposals received by YEIDA after proposal end date **shall not** be accepted.

#### **4.2.9. Modifications/ Substitution/ Withdrawal of Proposals**

The Applicant will not be allowed to modify, substitute or withdraw its Proposal once submitted to the YEIDA. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Authority, on any matter related to its proposal it should do so in writing. Any effort by the Applicant to influence any officer or bearer of the Authority in the proposal evaluation or contract award decisions may result in the rejection of the Applicant's proposal.

**4.2.10. Authority's Right to accept and reject any or all the Proposals**

- i. Notwithstanding anything contained in this RFP Document, YEIDA reserves the right to accept or reject any proposal and to annul the empanelment process and reject all the proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- ii. YEIDA reserves the right to reject any Proposal if:
  - a. At any time, a material misrepresentation is made or discovered, or
  - b. The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- iii. Rejection of the Proposal by YEIDA as aforesaid would lead to the disqualification of the Applicant. Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If such disqualification /rejection occurs after the application have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

**4.2.11. Period of validity of application**

- i. Proposals shall remain valid for a period of 180 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Applicant's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
- ii. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

**4.2.12. Correspondence with the Applicant**

- i. Save and except as provided in this application, the Authority shall not entertain any correspondence with any Applicant or its Technical Partners in relation to acceptance or rejection of any application.
- ii. Subject to Clause 4.3.5 no Applicants or its Technical Partners shall contact YEIDA on any matter relating to his application from the time of RFP opening to the time contract is awarded.
- iii. Any effort by the Applicant or by its Technical Partners to influence YEIDA in the RFP evaluation, RFP comparison or contract award decisions, may result in the rejection of his RFP.

**4.2.13. Earnest Money Deposit**

- i. The RFP document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the Data Sheet of this document.
- ii. EMD may be taken from the empanelled agency as per the requirement document shared by the authority at the time of particular event.



- iii. Any application not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
- iv. Unsuccessful Applicant's EMD will be returned promptly as possible after opening of the Price RFP.
- v. The successful Applicant's application EMD will be adjusted with Performance Security to be submitted by the Applicant upon signing the contract.
- vi. The EMD may be forfeited:
  - a. If Applicant (i) withdraws its application during the period of application validity specified by the Applicant on the e- RFP form: or (ii) does not accept the correction of errors or (iii) modifies its application price during the period of application validity specified by the Applicant on the form.
  - b. In case of a successful Applicant, if the Applicant fails to sign the contract with the Authority.

#### **4.3 Proposal opening**

- i. YEIDA would open the Proposals at the date as mentioned in the date sheets for the purpose of evaluation.
- ii. Proposals shall be opened in presence of interested Applicants who choose to be present at specified time and location.
- iii. YEIDA would subsequently examine Proposals in accordance with the criteria set out in this Document.
- iv. Applicants are advised that selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
- v. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the service is subsequently awarded to it.

##### **4.3.1. Correction of Errors**

- i. Financial RFPs determined to be responsive, (post empanelment at the time of particular project) will be checked by YEIDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial RFP, 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 RFP will be adjusted by YEIDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Applicant. If the Applicant does not accept the corrected quoted rate of application, his application will be rejected, and his RFP Security shall be liable for forfeiture in accordance with the conditions of the RFP

##### **4.3.2. Selection of Agency**

- i. To assist in the examination, evaluation, and comparison of Proposals, YEIDA may utilize the services of advisor(s).

- ii. The proposals will be evaluated by the Committee appointed by the YEIDA.
- iii. The Submissions of the Applicants would first be checked for responsiveness as set Proposals evaluated as per the Technical Criteria mentioned in clause 4.4.6 of this RFP Document.
- iv. The envelopes containing the Technical Proposal of the Applicants who do not meet the Technical Criteria shall not be considered for further process.
- v. Proposals of the Applicants qualifying Technical Criteria shall be further evaluated for empanelment. The Applicants meeting minimum technical criteria shall be termed as Technically Qualified Applicant.
- vi. Based upon the documents submitted by the Technically Qualified Applicants, Committee shall empanel the Advertising agency under different categories. Applicant may be empanelled under one or more category based on the documents submitted and evaluation criteria as per Clause 5.
- vii. Post empanelment at the time of individual project, project specific requirements/ briefs shall be shared by the Authority with the empanelled agencies. The agencies will be called for sharing conceptual and Financial proposal on scheduled date as decided by the Authority. Based on evaluation of the proposals, the Authority/Authorised personal/committee shall select an agency for work allocation of the particular project The Agency shall be issued Letter of Award (LOA) for execution of the project.
- viii. Post acceptance of letter of Award (LOA) by the agency, contract shall be signed amongst the Authority and the agency based on the conditions of this RFP.
- ix. The empanelment shall be valid for 2 (two) years from date of empanelment, subject to further extension on approval of CEO, YEIDA. However, the Authority reserves the right to conduct the empanelment process again, as per the requirements of the Authority in consent of the CEO, YEIDA.
- x. YEIDA would further reserve the right of periodic review & revision of empanelment document as per future requirement of the Authority. All submitted proposals shall be reviewed and empanelment list for all categories shall be revised minimum twice every year.

#### **4.3.3. Period of Empanelment**

The empanelment shall be valid for 2 (two) years from date of empanelment, subject to further extension on approval of CEO, YEIDA. However, the Authority reserves the right to conduct the empanelment process again, as per the requirements of the Authority in consent of the CEO, YEIDA

#### **4.3.4. Notification of Empanelment**

Prior to the expiration of the period of application validity, the Authority will notify the successful Applicant in writing, by letter/e-mail/fax, that its application has been accepted by issuing Notice of Empanelment

#### **4.3.5. Contacting the Authority**

- i. No Applicant shall contact the Authority on any matter relating to his/her application, from the time of the application opening to the time the contract is awarded. If the Applicant

wishes to bring additional information to the notice of the Authority, he/she can do so in writing.

- ii. Any effort by a Applicant to influence the Authority in its decisions on application evaluation, e- RFP comparison or contract award may result in rejection of the Applicant's application.
- iii. In the event of any information furnished by the Applicant is found false or fabricated, the minimum punishment shall be debarring /blacklisting from YEIDA works and legal proceeding can also be initiated.

#### **4.4 Award of Contract**

##### **4.4.1. Award Criteria**

The Letter of Award (LoA) will be given to the Agency selected for a particular project as per the conditions of the RFP and the project brief, after empanelment

##### **4.4.2. Notification of award**

- i. Prior to the scheduled event, the Authority will notify the successful Applicant in writing, by letter/e-mail/fax, that its proposal has been accepted.
- ii. The notification of award will constitute the formation of the contract

##### **4.4.3. Performance Security**

Post empanelment, at the time of allocation of work for a particular project, the respective selected empanelled agency is required to submit Performance Security. Prior to award of contract, to fulfil the requirement of performance security during the execution period, the selected empanelled Agency will deposit Performance Security amount equivalent to amount equal to 10% of the contract value (the "Performance Security"); in the form of unconditional and irrevocable Performance Bank Guarantee (PBG) drawn on any Nationalized Bank/Scheduled in favor of YEIDA valid for six months after completion of the Project.

##### **4.4.4. Signing of Contract**

- i. Post empanelment the Authority notifies the selected empanelled agency that it's proposal has been accepted, they 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 RFP. Any refusal will not be allowed.
- ii. Before the contract is awarded to the Agency, an agreement will have to be signed by the Agency at his cost on proper stamp paper.
- iii. A specific contract as per the GCC attached in this RFP shall be signed with the empanelled agency selected for a particular event, at the time of an individual event

##### **4.4.5. Confidentiality**

- i. Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person not officially concerned with the process.
- ii. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of

contract shall be disclosed to the Applicants or their representatives, if any. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Applicant.

**4.4.6. Tests of Responsiveness**

- i. Prior to evaluation of proposals, YEIDA will determine whether each proposal is responsive to the requirements of the RFP Document. The Proposal shall be considered responsive if:
  - a. It is received/ deemed to be received by the Proposal due date and time including any extension thereof.
  - b. It is signed, sealed and marked as stipulated in 'B. Preparation and Submission of Proposals' of this RFP document.
  - c. It contains all information required in this RFP Document.
  - d. Information is provided as per the formats specified in the RFP Document.
- ii. YEIDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by YEIDA in respect of such Proposals.

## 5. Shortlisting of Applicants for Empanelment

### 5.1 Evaluation Process

- i. Evaluation of the applicant will be done on the basis of following two stages:
  - a. Stage I - Basic Eligibility (for each category of empanelment as specified in clause 5.2)
  - b. Stage II - Evaluation Criteria (for each category of empanelment as specified in clause 5.2)
- ii. Only the applicants found eligible in Stage I (eligible applicant), will be evaluated and marked against the criteria as specified in clause 5.2. Agencies eligible in Stage 1 will invited for Concept presentation to be presented to the YEIDA Selection Committee for their capabilities, relevant similar experiences and work done for other clients, as per the category applied for. These agencies will be given sufficient notice for this presentation.

Eligible applicants scoring minimum 70 marks as per the evaluations criterias in Stage II will be shortlisted for empanelment (Shortlisted Applicants)

- iii. Marks Distribution for Stage II (Maximum marks):
  - a. Financial evaluation: Maximum Marks - 20 Marks
  - b. Technical Evaluation: Maximum Marks – 50 Marks
  - c. Concept presentation: Maximum Marks - 30 MarksNote: The eligible applicant is required to score a minimum of 70 marks.
- iv. The final ranking of the applicants shall be prepared on the basis of cumulative marks scored in Stage II. ***The eligible applicant will have to score minimum threshold marks of 70 marks out of a total of 100 marks to be shortlisted for empanelment.*** However, only following number of agencies will be finally empanelled for respective categories:

#### **Category A: Print Media Advertising Agency (Print Media): 20 Agencies**

In case more than twenty (20) applicants get higher than the threshold marks of 70 marks for this category, only the first twenty (20) agencies in terms of marks will be empanelled (**Selected Applicant/ Agency**)

#### **Category B: Event /Outdoor Publicity Agency: 10 Agencies**

In case more than ten (10) applicants get higher than the threshold marks of 70 marks for this category, only the first ten (10) applicants in terms of marks will be empanelled (**Selected Applicant/ Agency**)

#### **Category C: Audio-Video Production Agency (Digital Media): 5 Agencies**

In case more than five (05) applicants get higher than the threshold marks of 70 marks for this category, only the first five (05) applicants in terms of marks will be empanelled (**Selected Applicant/ Agency**)

#### **Category D: Social Media Management Agency (Electronic Media): 3 Agencies**

In case more than three (03) applicants get higher than the threshold marks of 70 marks for this category, only the first three (03) applicants in terms of marks will be empanelled (**Selected Applicant/ Agency**)

\*the number of the empanelled agencies is tentative and subjective to change as per the needs of the authority in consent of CEO, YEIDA. However, the Authority reserves the right to conduct the empanelment process again, as per the requirements of the Authority in consent of the CEO, YEIDA

## 5.2 Stage wise Evaluation and Eligibility Criteria for each empanelment category

The Applicant's competence and capability is proposed to be established by the following parameters. The Applicant should meet all the criteria given in this section as per various categories of Empanelment.

### 5.2.1. Category A: Print Media Advertising Agency (Print Media)

#### i. Stage I: Basic Eligibility

#	Criteria	Documentary Evidence
1	The applicant should be a corporation/ company / Agency registered under the Companies Act. Applicant means a proprietary agency, a Partnership Agency, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society.	Certificate of registration/ incorporation. PAN Card GST Certificate
2	The Applicant should not have been blacklisted by any Govt./Semi Govt. Organization.	An undertaking to this effect as per Form VII to be submitted
3	Full operational office set up in Delhi / NCR with state of art infrastructure.	Relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement for last six months
4	The agency should have continuous 10 years full accreditation with the INS till date. (Your status of accreditation with INS will be cross checked from INS before empanelment).	Document proof – Valid INS accreditation certificate
5	The Applicant should have minimum average annual turnover of <b>Rs.10.00 crores per annum</b> (Rs. Ten Crores per annum in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Applicant from the date of proposal submission.)	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.

#### ii. Stage II: Evaluation Criteria

#	Criteria	Marks	Documentary Evidence	
1	The Applicant should have minimum average annual turnover of <b>Rs.10.00 crores per annum</b> (Rs. Ten Crores per annum in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Applicant from the date of proposal submission.)	20	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.	
	<b>Turnover in three (3) consecutive financial years, from the last four (4) financial years</b>			<b>Marks</b>
	10 Crores			14
	10-30 Crores			16
	30 - 70 Crores			18
	70 Crores and above	20		

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2	Number of Creative Campaigns in last 3 years for Print Media		10	Work order/copy of few pages of the Contract/agreement/ letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following:
	<b>Number of Creative Campaigns</b>	<b>Marks</b>		
	20	5		
	20-35	7		
	35 and above	10		
3	The applicant should have experience in advertising. They should have minimum 5 (five) years experience of handling Central Ministry/Govt. Department/PSU accounts.		15	1. Completion certificate or 2. Following documents need to be submitted a. Certification from the CA on the letter head of the applicant must be submitted, certifying more than 90% project completion and payment, and b. self-declaration to confirm that the relevant task (being sub component of a Project) has been completed by the applicant.
	<b>Experience in years</b>	<b>Marks</b>		
	5	5		
	5-10	10		
	10 and above	15		
4	Number of Accounts of Maharatna / Navratna Companies/ Govt./ Authorities/ PSU Departments handled during the last five years (to be reckoned from due date of submission of response against the RFP).  0.5 marks for each Maharatna/Navratna/Govt. (upto maximum of 5 marks)		5	
5	Number of assignments for any of the following categories:  Brochure/Annual report/Coffee Table Book/Booklet /Leaflet/ In House Journal/ National level campaign - undertaken for Ministry / Department / Development Authorities / PSU under Government of India in the last five years from the date of submission of RFP  <b>(Note: repetition of category of services allowed)</b> 1 marks for each assignment (upto a maximum of 10 marks)		10	
6	Number of assignments for the following categories:  Copy of experience certificate issued by client in areas of diversified services during the last five years (to be reckoned from the date of submission of RFP): a. National Level Print Media Campaign b. Brochure c. Leaflet/Flyer d. In House Journal e. Coffee Table Book f. Annual Report g. Booklet h. Stickers i. Public Relation j. Offset and digital print production k. Land Allotment Scheme Advertisement l. Corporate Advertisement  <b>(Note: repetition of category of services not allowed)</b>  1 mark for each assignment (upto a maximum of 10 marks)		10	
7	<b>Concept Presentation</b> The applicant is required to showcase relevant similar experience through the presentation.			Concept presentation to be submitted on the date of presentation (to be

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Parameter	Marks	30	communicated later)
Context and Relevance (About the agency, infrastructure, relevant team, relevant similar experiences etc.)	15		
Innovation and Creativity	10		
Communication and Presentation	05		
<b>Maximum Marks</b>		<b>100</b>	
<b>Note: The minimum qualifying marks are 70 out of 100</b>			

**5.2.2. Category B: Event /Outdoor Publicity Agency**

**i. Stage I: Basic Eligibility Evaluation**

#	Criteria	Documentary Evidence
1	The applicant should be a corporation/ company / Agency registered under the Companies Act. Applicant means a proprietary agency, a Partnership Agency, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society.	Certificate of registration/ incorporation. PAN Card GST Certificate
2	The Applicant should not have been blacklisted by any Govt./Semi Govt. Organization.	An undertaking to this effect as per Form VII to be submitted
3	Full operational office set up in Delhi / NCR with state of art infrastructure.	Relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement for last six months
4	The agency should have continuous 10 years full accreditation with the INS till date. (Your status of accreditation with INS will be cross checked from INS before empanelment).	Document proof
5	Either the gross billing during the three consecutive financial years, from the last four (4) financial years should be at least Rs. 50 Crore per year or the agency should have minimum five years' experience in execution of work of the Industrial Development Authorities (proof to be enclosed)	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.

**ii. Stage II: Evaluation Criteria**

#	Criteria	Marks	Documentary Evidence	
1	Either the gross billing during the three consecutive financial years, from the last four (4) financial years should be at least Rs. 50 Crore per year or the agency should have minimum five years' experience in execution of work of the Industrial Development Authorities (proof to be enclosed)	20	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.	
	<b>Gross Billing in three (3) consecutive financial years, from the last four (4) financial years</b>			<b>Marks</b>
	50 Crores per year or minimum 5 years experience in execution of work			14
	50 - 100 Crores or minimum 10 years experience in execution of work			16
	100 - 150 Crores or minimum 15 years experience in execution of work			18
150 Crores and above or minimum 20 years	20			



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experience in execution of work				
2	Number of Events organized in last 5 years, (minimum gathering of 100 people)		10	Work order/copy of few pages of the Contract/agreement/ letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following:  1. Completion certificate or  2. Following documents need to be submitted  a. Certification from the CA on the letter head of the applicant must be submitted, certifying more than 90% project completion and payment, and  b. self-declaration to confirm that the relevant task (being sub component of a Project) has been completed by the applicant
	Number of Events	Marks		
	05	5		
	10-15	10		
3	The Applicant should have experience in advertising. They should have minimum 5 (five) years experience of handling Central Ministry/Govt. Department/PSU accounts.		15	
	Experience in years	Marks		
	5	5		
	5-10	10		
4	Number of Accounts of Maharatna / Navratna Companies/ Govt./ Authorities/ PSU Departments handled during the last five years (to be reckoned from due date of submission of response against the RFP).  0.5 marks for each Maharatna/Navratna/Govt. (upto maximum of 5 marks)		5	
	5			
5	Number of assignments for any of the following categories: Flex Banner/Backdrop/Signage/ seminars/conference/ installation of corporate pavilions/stalls at Exhibitions/ designing & fabrication of hoardings/billboards, other events - undertaken for Ministry / Department / Development Authorities / PSU under Government of India in the last five years from the date of submission of RFP  <b>(Note: repetition of projects for category of services allowed)</b> 1 marks for each assignment (upto a maximum of 10 marks)		10	
6	Number of assignments for the following categories: Copy of experience certificate issued by client in areas of diversified services during the last five years (to be reckoned from the date of submission of RFP): a. Exhibition/ Expo/Stall/ Fair – 4 mark b. Conference/ Seminar/ Workshop – 2 mark c. Virtual Event – 2 marks d. Inaugural/ Branding/Promotional event – 2 mark  <b>(Note: repetition of projects for category of services not allowed)</b>		10	
7	<b>Concept presentation</b> The applicant is required to showcase relevant similar experience through the presentation.		30	Concept presentation to be submitted on the date of presentation (to be communicated later)
	Parameter	Marks		
	Context and Relevance (About the agency, infrastructure, relevant team, relevant similar experiences etc)	15		
	Innovation and Creativity	10		
Communication and Presentation		05		
<b>Maximum Marks</b>		<b>100</b>		
<b>Note: The minimum qualifying marks are 70 out of 100</b>				

**5.2.3. Category C: Audio-Video Production Agency (Digital Media)**

**i. Stage I: Basic Eligibility Evaluation**

#	Criteria	Documentary Evidence
1	The applicant should be a corporation/ company / Agency registered under the Companies Act. Applicant means a proprietary agency, a Partnership Agency, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society.	Certificate of registration/ incorporation. PAN Card GST Certificate
2	The Applicant should not have been blacklisted by any Govt./Semi Govt. Organization.	An undertaking to this effect as per Form VII to be submitted
3	Full operational office set up in Delhi / NCR with state of art infrastructure.	Relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement for last six months
4	The agency should have continuous 10 years full accreditation with the INS till date. (Your status of accreditation with INS will be cross checked from INS before empanelment).	Document proof – Valid INS accreditation certificate
5	The agency should have full accreditation with the DAVP (Directorate of Advertising & Visual Publicity) till date.	Document proof – Valid DAVP accreditation certificate
6	The Applicant should have minimum average annual turnover of <b>Rs.10.00 crores per annum</b> (Rs. Ten Crores per annum in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the applicant from the date of proposal submission.)	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.

**ii. Stage II: Evaluation Criteria**

#	Criteria	Marks	Documentary Evidence	
1	The Applicant should have minimum average annual turnover of <b>Rs.10.00 crores per annum</b> (Rs. Ten Crores per annum in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the applicant from the date of proposal submission.)	20	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.	
	<b>Turnover in three (3) consecutive financial years, from the last four (4) financial years</b>			<b>Marks</b>
	10 Crores			14
	10-30 Crores			16
	30 - 70 Crores			18
	70 Crores and above	20		
2	Number of productions in last 5 years Number of Major Campaign/Films of Rs.20 Lakhs & above during last 5 years for Govt./Semi Govt. Organization/ Central Ministry/ Development Authorities/ PSU	15	Work order/copy of few pages of the Contract/agreement/ letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following:	
	<b>Maximum Marks</b>			
	<b>Number of Productions</b>			<b>Marks</b>
	10			5
	20 - 30	10		

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	30 and above	15		
2	Prior experience in executing national – level projects on making of Corporate/ Promotional/Documentary production and release of TVC /Flash based videos/ TV Show / Radio/ Radio Jingles / Radio pot/ infographic materials, comics/ artworks, animation videos etc. (Generic/Specific)		15	1. Completion certificate or 2. Following documents need to be submitted a. Certification from the CA on the letter head of the applicant must be submitted, certifying more than 90% project completion and payment, and b. self-declaration to confirm that the relevant task (being sub component of a Project) has been completed by the applicant
	<b>Experience in years</b>	<b>Marks</b>		
	5	5		
	5-10	10		
10 and above	15			
3	The agency should have empaneled with Directorate of Advertising & Visual Publicity (DAVP) (Attach supporting document)		05	
4	Recommendations Letter/renowned awards, citations if any won by the Agency 1 mark for award (upto a maximum of 10 marks)		10	
5	5 Sample Works submitted (in the form of pendrive). Marks will be given Graphics/voice over/Music & Overall Impact  1 mark for award (upto a maximum of 05 marks)		05	
6	<b>Concept presentation</b> The applicant is required to showcase relevant similar experience through the presentation.		30	Concept presentation to be submitted on the date of presentation (to be communicated later)
	<b>Parameter</b>	<b>Marks</b>		
	Context and Relevance (About the agency, infrastructure, relevant team, relevant similar experiences etc)	15		
	Innovation and Creativity	10		
	Communication and Presentation	05		
	<b>Maximum Marks</b>		<b>100</b>	

**Note: The minimum qualifying marks are 70 out of 100**

#### 5.2.4. Category D: Social Media Management Agency (Electronic Media)

##### i. Stage I: Basic Eligibility Evaluation

#	Criteria	Documentary Evidence
1	The applicant should be a corporation/ company / Agency registered under the Companies Act. Applicant means a proprietary agency, a Partnership Agency, a Limited Company, Limited Liability Partnership, a Corporation or a Registered Society.	Certificate of registration/ incorporation. PAN Card GST Certificate
2	The applicant should not have been blacklisted by any Govt./Semi Govt. Organization.	An undertaking to this effect as per Form VII to be submitted
3	Full operational office set up in Delhi / NCR with state of art infrastructure.	Relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement for last six months

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4	The agency should have continuous 10 years full accreditation with the INS till date. (Your status of accreditation with INS will be cross checked from INS before empanelment).	Document proof – Valid INS accreditation certificate
5	The Applicant should have minimum average annual turnover of <b>Rs.10.00 crores per annum</b> (Rs. Ten Crores per annum in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the Applicant from the date of proposal submission.	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.

**ii. Stage II: Technical Evaluation Criteria**

#	Criteria	Marks	Documentary Evidence	
1	The Applicant should have minimum average annual turnover of <b>Rs.10.00 crores per annum</b> (Rs. Ten Crores per annum in three (3) consecutive financial years, from the last four (4) financial years, as per the last published audited report of the applicant from the date of proposal submission.)	20	Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.	
	<b>Turnover in three (3) consecutive financial years, from the last four (4) financial years</b>			<b>Marks</b>
	10 Crores			14
	10-30 Crores			16
	30 - 70 Crores			18
70 Crores and above	20			
2	Number of Social Media accounts handled during last 5 years	15	Work order/copy of few pages of the Contract/ agreement/ letter of award (providing evidence of brief description of the relevant scope of work) and any one of the following:	
	<b>Number of accounts</b>			<b>Marks</b>
	05			7
	05 - 10			10
10 and above	15			
3	The Applicant should have experience in advertising. They should have minimum 5 (five) years experience of handling Central Ministry/Govt. Department/PSU accounts.	15	1. Completion certificate or 2. Following documents need to be submitted a. Certification from the CA on the letter head of the applicant must be submitted, certifying more than 90% project completion and payment, and b. self-declaration to confirm that the relevant task (being sub component of a Project) has been completed by the applicant	
	<b>Experience in years</b>			<b>Marks</b>
	05			5
	05-10			10
10 and above	15			
4	Number of assignments for any of the following categories: Social Media accounts/ digital campaign/ Website engagement- undertaken for Ministry / Department / Development Authorities / PSU under Government of India in the last five years from the date of submission of RFP  <b>(Note: repetition of category of services allowed)</b> 1 mark for each assignment (upto a maximum of 10 marks)	10		
5	Number of assignments for the following categories: Copy of experience certificate issued by client in areas of diversified services during the last five years (to be reckoned from the date of submission of RFP): a. Twitter handle (evidence of number of followers) b. Facebook page (evidence of number of followers) c. Instagram account (evidence number of followers)	10		

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	d. Digital Campaign e. Official Website integration  <b>(Note: repetition of category of services not allowed)</b>  2 marks for each assignment (upto a maximum of 10 marks)			
6	<b>Concept presentation</b> The applicant is required to showcase relevant similar experience through the presentation.	30	Concept presentation to be submitted on the date of presentation (to be communicated later)	
	<b>Parameter</b>			<b>Marks</b>
	Context and Relevance (About the agency, infrastructure, relevant team, relevant similar experiences etc)			15
	Innovation and Creativity			10
	Communication and Presentation	05		
	<b>Maximum Marks</b>	<b>100</b>		
<b>Note: The minimum qualifying marks are 70 out of 100</b>				

## 6. Selection of Empanelled Agency for Particular Project

The Committee shall empanel advertising agencies as per the process mentioned in Section 5. The decision of the committee as constituted by the Authority in this regard shall be final. Post empanelment further evaluation for selection of empanelled agency for a particular project shall be done by personal/committee/department authorised by the Authority in consent with the CEO, YEIDA

- Post empanelment, project brief will be issued to empanelled agencies as per the (category specific) requirements of the Authority. The empanelled agencies shall be required to present their respective **conceptual and financial proposals** to the Authorised personal/committee/department as appointed by the Authority
- Based on evaluation of concept and financial proposal as presented by the empanelled agencies, selection of agency for execution of a particular project shall be done by the Authorised personal/committee/department. This decision shall be upto discretion of Authorised personal/committee/department as appointed by the Authority in consent with the CEO, YEIDA
- The agency chosen shall then be liable to carry out the works for the particular project, as shared by the Authority. The Authority reserves the right to reselect the agency in case of any unavoidable circumstances.
- Separate project specific agreement shall be entered with the selected empanelled agency and Authority for each project

Note: Work Order shall be issued to the selected empanelled agency and project specific contract in accordance with the GCC (Section 8) and other conditions mentioned in this RFP document shall be signed amongst both the parties

- YEIDA would further reserve the right of periodic review & revision of empanelment document as per future requirements of the Authority. All submitted proposals shall be reviewed and empanelment list for all categories shall be revised twice a year.
- The empanelment shall be valid for 2 years from date of empanelment as specified in the empanelment list, subject to further extension as per approval of CEO, YEIDA. However, the Authority reserves the right to conduct the empanelment process again, as per the requirements of the Authority in consent of the CEO, YEIDA

## 7. Pro-forma for Submission

This part of the document provides pro-forma for providing the information. Authorized signatory of the Applicants must sign each page of the Proposal to be submitted to YEIDA.

### Form I: Letter of Proposal Submission

(On Applicant's letter head)

[Location, Date]

To

**CEO**

First Floor, Commercial Complex, P-2, Sector- Omega I,  
Gautam Budh Nagar, Greater Noida, Uttar Pradesh, PIN: 201308

**Subject: Submission of proposal for Empanelment of Advertising agency for providing assistance to Yamuna Expressway Industrial Development Authority (YEIDA)**

**Empanelment Category:** \_\_\_\_\_

*(Example: Category A for Print Media Agency)*

*(Note: Applicant may mention more than one category)*

Dear Sir/Madam,

With reference to your RFP Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our proposal for \_\_\_\_\_ (Insert name of Project)

The proposal is unconditional and unqualified.

All information provided in the proposal and in the Appendices, is true and correct and all documents accompanying such proposal are true copies of their respective originals.

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

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

I/We acknowledge the right of the Authority 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 Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- 1) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- 2) 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 Section 8

(GCC), clause 9. the RFP document, in respect of any proposal or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and

- 3) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any proposal that you may receive nor to select the Vendor, without incurring any liability to the Applicants in accordance with Section 8 (GCC), Clause 1.7 of the RFP document;
- 4) 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;
- 5) 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;
- 6) I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- 7) 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 YEIDA in connection with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above-mentioned Project;
- 8) I/We agree and understand that the proposal is subject to the provisions of the RFP 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 proposal is not opened or rejected;
- 9) I/We have studied RFP 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 or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- 10) I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Date:

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Applicant)



**Form II: General Information**

**Empanelment Category:**

*(Note: Applicant may mention more than one category)*

1. Details of the Applicant

Name of Applicant:

Legal Status:

Address:

Tel No. (with code):

Contact person:

Name and Designation:

Address, Telephone No. and Email address:

2. Type of Agency (Proprietorship agency/Partnership agency) (with supporting documents):
3. Years since incorporation with documentary evidence (or equivalent certificate):
4. Years since registration of agency with documentary evidence (or equivalent certificate):
5. Brief description of the agency & organization structure:
6. PAN No (Attach proof)
7. GSTIN No (Attach proof)

We agree with all the terms and conditions of this RFP document. \_\_\_\_\_

Authorized signatory

Name:

Date:

Name of the Applicant with seal

**Form III: Financial Information**

Please provide with financial details about the Applicant along with necessary supporting documents in the following format:

**Empanelment Category:**

*(Note: Applicant may mention more than one category)*

Year	Annual Turnover
<b>Average</b>	

Note: A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Applicant.

Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided.

On Behalf of (Name of the Applicant)

Signature of the Authorized Person Name:

Designation:

**Form IV: Technical Capacity**

Please provide the details of technical capacity in the following format: *(Empanelment Category)*

*(Note: Please fill individual Form IV for each Empanelment category)*

	<b>Technical Criteria</b>	<b>Response</b>	<b>Eligible Status</b>	<b>Reference Page No. of supporting documents</b>
<b>1</b>	Type of Agency (Proprietorship agency/Partnership agency)	<i>Years)</i>	<i>(Eligible/Ineligible)</i>	<i>(Certificate of incorporation)</i>
<b>2</b>	Years since registration	<i>Years)</i>	<i>(Eligible/Ineligible)</i>	<i>(Certificate of incorporation)</i>
<b>3</b>	Experience of Team Member	<i>Years)</i>	<i>(Eligible/Ineligible)</i>	<i>(Certified copies of Financial Statements to be attached as proofs.)</i>
<b>4</b>	Average Annual Turnover	<i>(in Lakhs)</i>	<i>(Eligible/Ineligible)</i>	<i>(Certified copies of Financial Statements to be attached as proofs.)</i>
<b>5</b>	Experience of Similar/Eligible Projects No. 1	<i>(Name of Project + Project Cost)</i>	<i>(Eligible/Ineligible)</i>	<i>(Performance/ Completion Certificates from Client clearly stating the nature of work &amp; services rendered)</i>
<b>6</b>	Experience of Similar/Eligible No. 2	<i>(Name of Project + Project Cost)</i>	<i>(Eligible/Ineligible)</i>	<i>(Performance/ Completion Certificates from Client clearly stating the nature of work &amp; services rendered)</i>
<b>7</b>	No pending litigations with the YEIDA		<i>(Eligible/Ineligible)</i>	
<b>8</b>	INS Accreditation certificate, wherever applicable			

## Form V: Curriculum Vitae

(Key staff/Team Lead/ Team Member/ Print Media Expert/Event Management Expert/Digital Media Expert/  
Electronic Media Expert) (Fill multiple Form V as per requirement)

1. Name: [Insert full name]
  2. Date of Birth:
  3. Nationality:
  4. Education: [Indicate college/university and other specialized education of staff member, giving names of Institutions, degrees obtained, and dates of obtainment]
  5. Membership of Professional Associations:
  6. Other Training:
  7. Countries of Work Experience: [List countries where staff has worked in the last ten years]
  8. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
  9. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]  
From [Year To Year]  
Authority:  
Positions held:
  10. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
  11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned: [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]  
Name of Assignment/job or project:  
Year:  
Location:  
Employer:  
Main project features:  
Positions held:  
Activities performed:
  12. Certification:
- I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

-----  
[Signature of staff member] Full name of staff member

Date:

Place: \_\_\_\_\_

Signature of the Applicant

**Form VI: Credential Format**

**Project Description Sheet**

(Use separate sheet for each cited Project)

The following information should be provided in the format below for each Eligible Assignment for which your agency individually was legally contracted by the client stated below:

Assignment Name:		
Project Category according to Category Matrix in Clause 5		
Name and Address of Client:		
Location:	Project cost (in rupees):	
	Built-up Area in sqm:	
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in rupees):
Name of Associated agencies, if any:		
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:		
Reference with Contact name, telephone number and e-mail (if any) for verification of the details provided above		

Name of the Applicant:

\*Applicant needs to furnish Completion/Performance Certificate for supporting for all the completed projects as per Technical criteria.

\_\_\_\_\_  
Signature of the applicant with seal

Dated:

Witness:

Address:

Occupation:

**Form VII: Undertaking**

Self-Declaration – Non-Blacklisting (On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

CEO

Yamuna Expressway Industrial Development Authority

First floor, Commercial complex. P-2, Sector- Omega 1

Gautum Budh Nagar, Greater Noida, Uttar Pradesh, 201308

Subject: **Non-Blacklisting Declaration for Selection for Empanelment of Advertising agency for providing assistance to Yamuna Expressway Industrial Development Authority (YEIDA) dated ....., 2021.**

Sir,

In response to the RFP .....for empanelment of Advertising Agencies, I/We hereby declare that presently our Agency \_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of proposal submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Applicant: -

Authorized Signatory:

Seal of the Organization: -

Date:

Place:

## **8. General Condition of Contract**

### **1. General Provisions**

#### **1.1. Definitions**

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

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Section 8(GCC).
- iii. "Agency" means any private or public entity that is selected to provide the Services to the "Authority" under the Contract.
- iv. "Authority" means the Yamuna Expressway Industrial Development Authority (YEIDA) with which the Agency signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 3.3 of Section 8(GCC).
- vii. "Dispute" shall have the meaning set forth in Clause **Error! Reference source not found.** of Section 8 (GCC).
- viii. "Eligibility" shall have the meaning set forth in Clause 5 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the Authority's country/state
- xi. "Key Dates" shall mean the dates mentioned in Clause 1 and the Data Sheet
- xii. "LOA" Letter of Award shall mean the award letter issued to the selected empanelled agency work allocation of a specific event
- xiii. "Party" means the "Authority or the Agency" as the case may be, and "Parties" means both of them
- xiv. "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof
- xv. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvi. "Proposal Validity Period" shall have the meaning set forth in Clause 4.2.1.
- xvii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xviii. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xix. "Services" means the work to be performed by the Agency pursuant to the Contract.

#### **1.2. Law Governing Contract**

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

#### **1.3. Language**

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

#### **1.4. Notices**

- 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.

#### **1.5. Authorized Representatives**

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

#### **1.6. Taxes and duties**

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

#### **1.7. Limitation of Liability**

The Contract will require that the aggregate liability of the Agency 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 Agency hereunder. The preceding limitation shall not apply to liability arising as a result of the Agency's fraud in performance of the services hereunder.

#### **1.8. Insurance**

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

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

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

#### **1.9. Performance Security**

Post empanelment, at the time of allocation of work for a particular project, the respective selected empanelled agency is required to submit Performance Security. Prior to award of contract, to fulfil the requirement of performance security during the execution period, the selected empanelled Agency will deposit Performance Security amount equivalent to amount equal to 10% of the contract value (the "Performance Security"); in the form of unconditional and irrevocable Performance Bank Guarantee (PBG) drawn on any Nationalized Bank/Scheduled in favor of YEIDA valid for six months after completion of the Project.

#### **1.10. Forfeit of Performance Security**

- i. In case of an empanelled agency, the PBG submitted by the empanelled agency shall be forfeited under the following conditions:
  - If the empanelled agency violates any such important conditions of this RFP.
  - If the empanelled agency indulges any such activities as would jeopardize the interest of YEIDA in timely finalization of this RFP document.
- ii. The decision of YEIDA regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve black-listing of the empanelled agency.



### **1.11. Liquidated Damages**

- i. In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement/contract Value per day, subject to a maximum of 25% of the work value shall be imposed. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.
- ii. The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 1.11.
- iii. In case any services is not found as per the prescribed Specification as given in clause 3.2, the Client may impose penalties on the Agency. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 25% of the contract value shall be recovered by appropriation from the Performance Security and fees payable.

## **2. Commencement, Completion, Modification and Termination of Contract**

### **2.1. Effectiveness of Contract**

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

### **2.2. Commencement of Services**

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

### **2.3. Expiration of Contract**

Unless terminated earlier pursuant to Section 8 (GCC), Clause 2 here of, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

### **2.4. Modifications or Variations**

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

### **2.5. Force Majeure**

#### **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.

Force Majeure shall not include

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Agency or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both
  - Take into account at the time of the conclusion of this Agreement, and
  - Avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **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 in so far 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 Agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6. Termination**

Either Party may terminate 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.

**2.6.1. By the Authority**

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this GCC Clause 2.6. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days' in the case of the event referred to in (e).

- i. If the Agency 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.
- ii. If the Agency becomes insolvent or bankrupt.
- iii. If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- v. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Section 8 (GCC), Clause 8 hereof.

**2.6.2. By the Agency**

The Agency 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 (i) through (vi) of this GCC Clause 2.6.1:

- i. If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to GC Clause 2.6 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- ii. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- iii. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Section 8 (GCC), Clause 8 hereof.

### **2.6.3. Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clauses 2.6, the Client shall make the following payments to the Agency:

- i. payment pursuant to Section 8 (GCC), Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- ii. except in the case of termination pursuant to GCC Clauses 2.6, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## **3. Obligation of the Agency**

### **3.1. Standard of Performance**

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

### **3.2. Responsibility of the Agency**

The Agency shall be fully responsible for site review of the services conforming to relevant Indian or International standards in accordance with the Authority.

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

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

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

### **3.3. Confidentiality**

Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by 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.

### **3.4. Documents prepared by the Agency to be the property of the Authority**

- i. All plans, drawings, specifications, designs, reports, other documents (in hard and soft copies) and software submitted by the Agency under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- ii. The Agency 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.
- iii. Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Agency's pre-existing materials and working papers (i.e. Materials owned by the Agency 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 Agency 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 Agency, the Agency 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 Agency as a part of this Agreement.
- iv. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

### **3.5. Accounting, Inspection and Auditing**

The Agency

- 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. Obligation of the Client**

### **4.1. Assistance and Exemptions**

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

### **4.2. Services and facilities**

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

#### **4.3. 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 Event Agency under this Contract shall be increased or decreased accordingly under this Contract.

### **5. Payments to the Agency**

#### **5.1. Professional fee and Payments**

- i. The total payment due to the Agency shall be governed by separate work orders issued for the event organised by authority in the contract period and unit price of the line items will be valid for the complete contract period (as determined by the financial quote in the RFP stage).
- ii. Payments will be made to the account of the Agency and according to the payment schedule stated in the Contract. The Professional Fee shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by YEIDA at the rate applicable on the date of invoicing. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

#### **5.2. Terms and Conditions of Payment**

Payments will be made to the account of the Agency and according to the payment schedule stated in Clause 3.4 **Error! Reference source not found.** The Contract fee shall be inclusive of taxes or similar charges, unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

### **6. Penalty**

In case any service is found to not be as per the prescribed norms or is not carried out in time, i.e. if fails to provide the services in time, the Authority may impose penalty in addition to the liquidated damage.

- i. In case the services provided by the Agency are found to be unsatisfactory or if any incidence of misbehaviour by the staff of the Agency is reported or service is not provided in time, then the Authority may impose a penalty of INR 25,000 per such case.
- ii. In the event of failure of the Agency to recoup the quality in the mutually agreed time frame, The Authority shall be entitled to terminate the contract and forfeit performance security. The Authority may impose additional penalty depending upon the quantum of breach for such cases.

### **7. Good Faith and Indemnity**

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

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

### **8. Settlement of Disputes**

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

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

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

ii. **Arbitration:** In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English. The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

iii. **Jurisdiction:**

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

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

The District Court shall have exclusive jurisdiction to settle dispute arising under this agreement.

## 9. Fraud and Corrupt Practices

- i. The Agency 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 RFP, the Authority shall reject a proposal without being liable in any manner what so ever to the Agency, if it determines that the Agency 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 pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Agency's Proposal.
- ii. For the purposes of this Clause 9, the following terms shall have the meaning here in after 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 Application 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 Application Process or the LoA or arising there from, 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 Application Process); or (ii) save and except as permitted under the Clause 4.2.12 of this RFP, engaging in any manner whatsoever, whether during the Application 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 Application 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 Application 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 Application Process; or (ii) having a Conflict of Interest; and
- f) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among agencies with the objective of restricting or manipulating a full and fair competition in the Application Process.

#### **10. Indemnity and Liability**

- i. 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.
- ii. The Contract requires that the aggregate liability of the selected Agency 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 Agency hereunder.

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