

Request for Proposal  
for  
Selection of Social Media agency for implementing various IEC  
Activities

Under

Raising and Accelerating MSME Performance (RAMP)  
Government of Uttar Pradesh



**Invited by:**

Uttar Pradesh Small Industries Corporation Ltd.,

110, Fazalganj Industrial Estate,

Kanpur, Uttar Pradesh

Telephone: 0512-2241622, 0512-2236642

Fax: 0512-2213974

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**NOTICE INVITING TENDER**  
**FOR**

Selection of Social Media agency for implementing various IEC Activities by Uttar Pradesh Small Industries Corporation Ltd., Government of Uttar Pradesh.

Uttar Pradesh Small Industries Corporation Ltd. (UPSIC), Kanpur, Uttar Pradesh invites technical and financial proposals from the firms who have prior experience of working as social media handling partner and conducting IEC Activities with State Government(s)/GoI as Implementation Agency for Social Media handling and implementing various IEC Activities.

This RFP document is being prepared to provide details about scope of work, expectations from Agency, bidding procedure and can be downloaded from e-Tender Portal of Uttar Pradesh (<https://etender.up.nic.in>).

Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications. This section provides general information about the Issuer, important dates and addresses, and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 10,000+ 18% GST = INR 11,800 and Refundable EMD amount of INR 2,00,000 is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favour of the “U.P. Small Industries Corporation Limited”, payable at Kanpur, Uttar Pradesh.

Key dates for this RFP are as below:

- Last date for submission of Proposals: 23.09.2024, 1800 hrs (IST)
- Date of Opening of Technical Bid: 24.09.2024, 1700 hrs (IST)
- Date of opening of Financial Bid: **To be communicated later.**

Issuer:

Managing Director,

U.P. Small Industries Corporations Limited

110, Kanpur Rd, Industrial Estate, Fazalganj Industrial Estate, Fazalganj, Kanpur,

Uttar Pradesh 208012

Phone: 0512-2241622, 0512-2236642

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Email: [euupsicknp@gmail.com](mailto:euupsicknp@gmail.com), [Ramp@upsic.in](mailto:Ramp@upsic.in)

## **Disclaimer**

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

This RFP is not an Agreement and is neither an offer by the Uttar Pradesh Small Industries Corporation Ltd., Uttar Pradesh (hereinafter referred to as “Purchaser”) to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial bids pursuant to this RFP.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. The Purchaser or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Purchaser reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Purchaser may deem fit without assigning any reason thereof.

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

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

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## **1 General information**

Raising and Accelerating MSME Performance (RAMP) is a World Bank supported Programme, supporting the Ministry of MoMSME's "Implementing MSME competitiveness Programme- post Covid Resilience and Recovery Programme (MCRRP)", which aims at strengthening schemes that focus on improving market access, access to credit, access to technology, strengthening institutions and governance at the Centre and State, improving Centre-State linkages and partnerships, addressing issues of delayed payments, and greening of MSMEs. RAMP supports this overall Programme and focuses primarily on building the capacity of National and State level agencies, building platforms for provision of critical services to MSMEs and enhancing outcomes from competitiveness related schemes.

The Government wants the bidder to manage an Organization's Social media presence which may include details on Content creation, community engagement, analytics reporting and platform management across various social media channels, Awareness Campaign for RAMP and its Interventions including all the current running MSME Schemes of Govt. of Uttar Pradesh.

The Request for Proposal (RFP) document for the "Selection of Social Media agency for implementing various IEC Activities" can be downloaded from e-procurement website <http://etender.up.nic.in> & UPSIC official website <http://upsic.up.gov.in>

The contact details are:

Uttar Pradesh Small Industries Corporation Ltd.,  
110, Fazalganj Industrial Estate,  
Kanpur, Uttar Pradesh  
Telephone: 0512-2241622, 0512-2236642  
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E-mail: [eeupsicknp@gmail.com](mailto:eeupsicknp@gmail.com) , [Ramp@upsic.in](mailto:Ramp@upsic.in)

**2 Data Sheet**

1	Name of the Bid	Social Media agency for implementing various IEC Activities
2	Time-period of contract	3 Year which is extendable up to 1 Year
3	Method of selection	Quality Cum Cost Based Selection (QCBS) - 70:30
4	Bid Processing Fee	Non-refundable/Non adjustable fee of INR 10,000 + 18% GST = INR 11,800 (Eleven Thousand Eight hundred only)
5	Ernest Money Deposit (EMD)	Refundable amount of Rs. 2,00,000 (INR Two Lakh Only)
6	Financial bid to be submitted together with Technical Bid	Yes
7	Name of the Official of Purchaser for addressing queries and clarifications	<b>Managing Director,</b> Uttar Pradesh Small Industries Corporation Ltd., Fazalganj Industrial Estate, Kanpur, Uttar Pradesh Telephone: 0512-2241622, 0512-2236642 E-mail: <a href="mailto:eeupsicknp@gmail.com">eeupsicknp@gmail.com</a> , <a href="mailto:Ramp@upsic.in">Ramp@upsic.in</a>
11	Tender Validity	valid for minimum period of 180 days from the date of submission of Tender.
12	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Release Date	12.09.2024, (05:00 P.M)
	Last date for Queries	19.09.2024 (06:00 P.M)
	Pre bid meeting date	18.09.2024, (12:00 P.M)
	Pre-bid meeting venue	Conference Room, Ground Floor, Uttar Pradesh Small Industries Corporation Ltd., 110, Fazalganj Industrial Estate, Kanpur, Uttar Pradesh
	Bid Submission Last Date	23.09.2024, (06:00 P.M)
	Opening of Technical Bids	24.09.2024, (05:00 P.M)
	Technical presentation	To be communicated
	Opening of financial bid	To be communicated
	Consortium to be allowed	No
	Sub-contracting is allowed	No
	Account Details	<i>Account Name: U.P. Small Industries Corporation Ltd.</i> <i>Account Number: 1673101005867</i> <i>IFSC Code: CNRB0005311</i> <i>Bank Name: Canara Bank</i> <i>Branch Name: Kanpur Barra Branch, Kanpur Nagar, Uttar Pradesh - 208027</i>
	Note:	<ul style="list-style-type: none"> <li>• Department reserves the right to change any schedule of bidding process. Please visit the Department website regularly for the same.</li> <li>• Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.</li> </ul>

### 3 Background of RAMP and Objectives of Assignment

Raising and Accelerating MSME Performance (RAMP) is a World Bank supported Programme, supporting the Ministry of MoMSME's "Implementing MSME competitiveness Programme- post Covid Resilience and Recovery Programme (MCRRP)", which aims at strengthening schemes that focus on improving market access, access to credit, access to technology, strengthening institutions and governance at the Centre and State, improving Centre-State linkages and partnerships, addressing issues of delayed payments, and greening of MSMEs.

RAMP supports this overall Programme and focuses primarily on building capacity of National and State level agencies, build platforms for provision of critical services to MSMEs and enhancing outcomes from competitiveness related schemes. Accordingly, under RAMP, the Government of India has accorded approval for a Strategic Investment Plan (SIP) to be implemented in the state of Uttar Pradesh.

#### Objective

The purpose of this Request for Proposal is to select a Social media Agency for implementing various IEC Activities who will be responsible for planning and executing IEC activities and maintaining profiles/pages on various social media channels under the RAMP Programme for the period of 3 years which is extendable up to 1 year. Services needed include Awareness campaign for RAMP and its Interventions including the existing schemes of MSME departments of Uttar Pradesh via strategic, research-based creative concepts, creative asset production, media planning, Online reputation management in an effective manner to strengthen positioning of UPSIC through various brand campaign and innovative creative videos and artworks. To facilitate media tie ups for increased awareness about RAMP scheme and its Interventions and to create quality content to facilitate promotion in the digital world.

Below mentioned are the Interventions which have been approved under RAMP scheme:

1. **Enhancing participation and Implementation in ZED, LEAN Scheme** – This intervention aims to increase public awareness of demanding Zero Defect and Zero Effect products through the **MSME Sustainable (ZED) Certification workshops** and motivating our MSMEs to adopt a quality-driven ecosystem.
2. **Technical Upgradation support to MSMEs** - This intervention aims to provide financial support to the MSMEs for the purchase of plant, machinery, and other quality improvement interventions. The lack of modern machinery and technologies impacts product efficiency and productivity.
3. **PLEDGE support** – This intervention aims to promote the establishment of private MSME Parks that boost the state's industrialization, support economic progress, and facilitate job creation by providing easy finance to the promoter for setting up private industrial parks.
4. **Vishwakarma Artisan Connect – Empowering Artisans** – The project's primary objective is to establish a digital marketplace where Vishwakarma artisans can connect directly to customers. This platform will enable artisans to expand their customer base beyond their local communities, connect with a larger market, and gain recognition for their exceptional skills and craftsmanship.
5. **Strengthening Monitoring & Evaluation Ecosystem through UP MSME One Connect** – The Government of Uttar Pradesh is committed to strengthening the Monitoring and Evaluation (M&E) ecosystem, one of the key focus areas in the RAMP. The RAMP Programme aims to enhance data-driven reporting mechanisms to monitor & track the interventions to achieve the outlined targets. The UP MSME One Connect Portal is a unified platform for MSMEs to act as a digital one-stop solution for

6. **Support for Awareness and Strengthening of Environmental Social Governance** – The intervention aims to elevate safety and quality standards in MSMEs, ensuring the protection of workers from workplace hazards. Simultaneously, it aims to incorporate ESG (Environmental, Social, Governance) practices prioritizing the safety, health, and well-being of employees.
7. **Enhancement of Exports in MSMEs** – Both national and international markets demand products and services that meet specific safety and quality standards. MSMEs often struggle to identify the appropriate markets for their offerings. Through this intervention reverse buyer-seller meets will be organized, to augment the capacity of existing MSMEs to become exporters and thereby increase the share of exports from Uttar Pradesh.
8. **Financial support for MBA in Entrepreneurship, Innovation and venture development for Guest lecture, exposure visits, exchange programs** – This program focuses on offering 2 years MBA degree to existing /aspiring entrepreneurs, first-generation entrepreneurs, women, and SC/ST entrepreneurs. Further, a short-term course is designed to impart capacity-building training to 400 aspiring & existing entrepreneurs.
9. **Strengthening and Capacity building of various agencies of the Department of MSME & EP, GoUP** – The objective is to strengthen the capacity of the officials of various departments in GoUP, by imparting training on MSME Ecosystems, Industry 4.0, IoT, Cyber Security, financial awareness, greening & sustainable practices, encourage inclusive growth by encouraging women participation, etc.
10. **Support for Upgradation of Training Centres** – This project aims to upgrade and support various RAJKIYA PRASAR EVAM PRASHIKSHAN KENDRA (training centres) of the state by hiring manpower and installation of smart class assets. These training institutes impart training on various industry functions such as machining, metalworking, etc. and support MSMEs and artisans through classroom and practical training.

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

- Create awareness about the RAMP Programme and its interventions through conducting IEC Activities
- Increase awareness and engagement on digital & social media channels.
- Enhance the uptake of MSMEs under RAMP & other Government schemes of the MSME sector.
- Increase followers on social media handles – Facebook, Twitter, Instagram
- Increase footfall on the UPSIC website.
- Increase App (iOS & android) installation/downloads.



#### 4 Terms of reference

The bidder needs to engage a Social Media agency for implementing various IEC Activities under RAMP in consultation with Uttar Pradesh Small Industries Corporation Ltd. The scope of the Bidder for this Project is specified below.

##### 4.1 Scope of Work and Services

4.1.1 The agency will be **responsible for handling, managing & maintaining all official social media handles of UP RAMP, conducting awareness & engagement activities for the projects under UP RAMP, planning for live event coverage Intervention-wise for RAMP programme of Uttar Pradesh.** If required, initiate & create new social media handles as and when required.

4.1.2 As a precursor of Social Media activities, the agency will be **responsible for creating the Brand Guideline document**, which will guide the team upon the message, tone, content, colours, elements, and themes to be used for all marketing collaterals. This may include **designing new logos, icons and other elements** in line with the current theme of the project.

4.1.3 The social media management will consist of **post creation, posting & driving innovative engagement activities, responding to the comments and inbox messages.** The agency needs to provide the content bucket, activities ideas & timeline in line with other MSME departments and industry trends. It will include, but not limited to:

- Publicity of all Workshops, trainings, events etc. as suggested by the UPSIC. In addition, conceptualization, and execution of audience contests, as suggested by the UPSIC.
- Regular posting on all social media handles of UP RAMP in accordance with the activities planned at the time, and the prevailing information and communication activities relevant to the programme, along with relevant hashtags, tags, collaboration & linkages.
- Posting & filtering of user comments, providing responses to all official social media handles & profiles.
- Giving fresh look and feel to all social media handles in form of logos, creatives, themes, reels etc.
- Moderation of all social media platforms to address spam, unauthorized ads, inappropriate content, etc.
- Brief Social Media report to be submitted monthly.

A pre-defined monthly content calendar inclusive of posts for all UP RAMP Interventions is to be shared with the UPSIC, a month in advance for approval. The same cycle is to be followed for approval of the event coverage, based on the workshop/training calendars. Additional posts on any live activities/events to be prepared as and when required, over & above the pre-defined calendar. The content needs to be relevant, textual, visual, audio, interactive and engaging. The UPSIC will review the content/workshop/training calendar and revert with feedback.

Note: The Agency is expected to use the relevant stock images / videos etc. to improve the performance of the content. As mutually agreed by the UPSIC and the appointed Agency, the cost of licenses/tools to design effective creatives will be borne by the agency.

4.1.4. **Online Reputation Management**– Online reputation management of RAMP Programme, Uttar Pradesh and other activities of UPSIC in the digital & social space (Providing appropriate response for social media handles of Uttar Pradesh Small Industries Corporation Ltd.). It will include, but not limited to:

- Preparing the standard response sheet by taking inputs from the relevant authority/personnel.
- Proper response posting on queries and comments.
- Removal of non-relevant/offensive posts from all social media handles, if required.

- All posts and queries received should be replied to within 24 hours. Removal of non-relevant posts/information/offensive content from all social media handles within 60 minutes.
- As part of ORM, daily review of user generated content platforms like MSME websites of Govt. of Uttar Pradesh, UPSIC, Invest UP, DCMSME UP, Dept. of Industries - UP to ensure correct & updated information for content.
- Monitor the activity of audience on social media and identify the detractors and top fans.

**4.1.5. Monitoring & Reporting** – Analytical reports of the engagement activities and regular posts must be provided to the UPSIC. These reports must include the following:

- The report should be made for day-wise analytics, which will specify best day of the week/month and also the best time to post the content. This is to be monitored once every week.
- The Images/Reels/Posts which have the highest number of impressions must be displayed in the analytical report. Information on the best performing posts / reels and reasons to be analyzed and mentioned in the report.
- The agency shall deliver monthly, quarterly, and annual analytics reports on social media performance of all UP RAMP social media.

Note: The Agency is expected to detail all feasible activities of analytics to assess the performance. As mutually agreed by the UPSIC and the appointed Agency, the cost of licenses/tools to perform the tasks successfully will be borne by the agency.

**4.1.6 Blogs** – The agency shall engage in writing blog posts and articles focused on the interventions under RAMP programme in UP. A minimum of one article per week shall be posted by the agency on selected blogging platforms. The blogs will be written in English and Hindi languages. All content will be reviewed by UPSIC before posting.

**4.1.7 Digital Media** – The scope of project expects the bidding company to achieve the desired results **organically**. There will be **no paid promotion on social media**.

**4.1.8 Content Creation** – The agency shall be responsible for creating content with impeccable spelling, grammar & vocabulary, with a clear understanding of RAMP and its Interventions and MSME units through thorough research as per deliverables. Apart from that, it is expected of the agency to develop content for other activities related to RAMP as and when required. Subsequently, designing & creating standees, banners, brochure designs, creative images, reels & short videos for all campaigns organized during the tenure.

**4.1.9 Photography** – The agency shall be responsible for photo and video shoots of events. The agency will also create and manage the photo bank of all events (images, videos, event photos, etc.) and keep it in their database for a minimum of 6 months after the tenure of the contract. While a list of all UPSIC events and programs will be provided at a later stage and there will be last minute requests for covering various meetings, movements & other activities. In case of the unexpected absence of the photographer in any such event, the agency is to arrange a backup photographer to cater to last-minute requests. Use of latest camera/equipment during work with all required accessories to be taken care of by the agency.

Note: The photographer deployed at the client site by the agency will be required to travel to various districts of Uttar Pradesh to cover the events and Programmes for live posting on social media. UPSIC will pay an all-inclusive payment to the onsite deployed photographer of the Agency. The agency will be held liable for the payment of the Photographer allowance as per TA/DA norms of Uttar Pradesh Government.

Photographer needs to take prior approval before travelling to any location. UPSIC will not be responsible for paying any additional cost for travel.

**4.1.10 Growth and Performance Measurement** – There should be substantial growth in Followers/ Impressions/ Reach/ Engagement etc. for UPSIC social media handles, in comparison to the previous quarter. UPSIC intends to **achieve an 5% monthly increase** in followership of Facebook, X (formerly Twitter), Instagram, YouTube, LinkedIn and other social media handles. After a year, a quarterly increase of 10% is expected from the agency.

Number of posts on social media handles should not be less than the below mentioned details. In case of major events, these numbers may be increased as per discussion with UPSIC team.

Social Media Platform	Number of Posts	Frequency
Facebook	14	Weekly
Instagram	14	Weekly
X (formerly Twitter)	14	Weekly
YouTube video	1	Weekly
LinkedIn	14	Weekly
Blogs / Articles	1	Weekly

Note: Posts on any topic should not be duplicated on all social media platforms. Each post must be customized to suit the audience & relevance of each platform. This is mandatory to achieve, however as the programme progresses the agency needs to increase the post and the coverage of the programme.

**4.1.11 Live Coverage of Events:** During the workshop, training, seminars, trade fairs, and other events, the agency will be required to cover the events live on X (formerly Twitter), Facebook & Instagram.

**4.1.12 Deliverables** –The agency is expected to meet the following deliverables each month:

S.No	Deliverable	Frequency
1	Content calendar for each social media platform	Monthly
2	Analytics report/Dashboard on social media performance of RAMP and its Interventions (Uttar Pradesh Small Industries Corporation Ltd.) social media touch points.	Monthly
3	Number of posts on UPSIC social media handles, as defined in Clause 4.1.10	As per clause 4.1.10

#### 4.1.13 Confidentiality and Copyright

- The Agency is expected to meet the confidentiality, copyright and other privacy policy while using any content, photographs, videos etc. The Agency should always keep UPSIC indemnified against any plagiarism charges.

#### 4.1.14 Software & hardware tools for designing and development

- All the software and hardware tools which will be used during the engagement period will be managed by agency themselves.

#### 4.1.15 Paid Advertisements

- All the paid campaigns and advertisements are to be facilitated and managed by the agency; the payment for Google, Meta etc. will be made to the agency by UPSIC as per actuals.

## 4.2 Team structure and Qualification

- 4.2.1** The agency shall deploy four (4) onsite resources for coordination with the UPSIC and daily operational tasks. Onsite resource will be utilized for coordination, content creation, posting, meetings, media exchange, new event updates, press release etc. The team component and the list of key personnel required onsite & remotely, along with responsibility matrix is listed below:

S. No	Job Profile	Nature of Deployment
1.	One (1) Team Lead	Onsite
2.	One (1) Content Writer (English & Hindi)	Onsite
3.	One (1) Photographer	Onsite
4.	One (1) Graphic Designer cum Video Editor	Onsite

The UPSIC will provide working space for resources (enlisted above) at UPSIC Office, Fazalganj, Kanpur. Any material support for the onsite resources to perform its tasks w.r.t the equipment, services, travel/lodging/incidental expenses will have to be borne by the Agency. The Team Lead deployed onsite will also be responsible to coordinate with all stakeholders, viz., UPSIC, MSME department, & DIC offices in Uttar Pradesh to fetch updated information about various on-ground activities and push it on social media.

**Note:** If replacement for a resource is needed, it is to be made with another resource of similar professional credentials after prior approval of Managing Director, UPSIC, before relieving the working resource. The latest software and hardware to be used during work to derive optimized output from the team. The equipment should be used based on industry standards and project requirements.

#### 4.2.2 Key Personnel & Qualification

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

S.No	Key personnel	Educational Qualification	Period of Experience	Professional Experience
1.	Team Lead (1)	Masters/PGDM in Journalism/Mass Comm/Marketing	8 years	Experience in Social Media Management and running online campaigns, Knowledge of Latest Digital Trends and Market Insights; should be experienced in running paid advertisements on Meta & Google; excellent communication skills with command over both English & Hindi languages, experience in Leading. <b>One (1) Similar Govt. Project in The Past 3 Years.</b> Relevant Work Experience Required.
2.	Content Writer (1)	Graduate in English Literature or related discipline from a reputed institution	5 years	Good command over English and Hindi language with a flair for writing. Candidates with knowledge of MSME Sector, Govt. Schemes & portals would be preferred. <b>One (1) Similar Govt. Project in the past 3 Years.</b> Relevant work experience required
3.	Graphic Designer cum Video Editor (1)	Graduate in Fine Arts/Graphic Degree/Diploma in Design/animation from a recognized institution	3 years	Experience in graphic design and video editing. Must be proficient in visualizing and creating logos, video reels & creative images for social media, website banners, hoardings, standees, brochures, booklets etc. <b>One (1) Similar Govt. Project in The Past 3 Years.</b> Relevant Work Experience Required.
4.	Photographer (1)	Graduate in any discipline	5 years	Experience in Professional Photography, with a Course in Photography Learning. <b>One (1) Similar Govt. Project in The Past 3 Years.</b> Relevant Work Experience Required.

### **4.3 Payment schedule**

#### **4.3.1 No Advance shall be given.**

4.3.2 **Quarterly** review will be conducted to evaluate the performance of the selected agency. Payment will be made to the successful bidder **quarterly**, upon submission of monthly reports along with ORM report, photographs and videos. UPSIC shall pay all invoices within 45 days from the date of receipt of the verified invoice. The invoice amount would be paid after the evaluation of performance against both the deployment and deliverables.

### **4.4 Review and monitoring of the Agency's work**

The Agency's work will be monitored by UPSIC. The Agency is required to submit the Monthly/ Quarterly/ Annual progress report in connection with the Scope as mentioned in clause 4.1.

### **4.5 Service Level Agreements (SLAs)**

1. The purpose of this Clause is to define the levels of service provided by the Bidder (also interchangeably referred to as "Agency") to the Purchaser for the duration of the contract. The benefits of this are:
  - a. Start a process that applies to Purchaser and Agency's management attention to some aspect of performance, only when that aspect drops below the threshold defined by the Purchaser
  - b. Help the Purchaser control the levels and performance of Agency's services
  
2. The service levels are between the Purchaser and the Agency
  - a. Bidder is expected to carry out the project, followed by implementing the strategy to uplift the followers on social media and to implement the project as mentioned in the Scope of Work (Clause 4.1)
3. Service Level Agreement and Targets
  - a. This Clause is agreed to by Purchaser and Agency as per the key performance indicator agreed in the scope for this project. This may be reviewed and revised mutually by the Purchaser and Agency based on the requirements of the project.
  - b. Measurement and reports on target KPIs as agreed in scope to be used to track and report systems performance on a regular basis.
  
4. Service level monitoring:
  - a. The Service Level parameters as defined and agreed in work plan shall be monitored on a periodic basis, as per the individual parameter requirements. The Bidder shall be responsible for providing appropriate reports to the Purchaser. In case of severe performance degradation of the system/ services during the contract period, the Bidder will be expected to take immediate corrective action. In case issues are not rectified to the complete satisfaction of Purchaser within a reasonable period of time then the Purchaser will have the right to take appropriate penalizing actions, including termination of the contract.
  
5. Penalties
  - a. Penalties to be imposed of upto maximum of 5% of the quarterly fee for non-compliance with KPIs defined in the work plan/Scope of work agreed between the Purchaser and the Agency.

- b. A penalty shall be levied on the paid amount in case of non-compliance with the work plan or failure of achievement of Scope of Work.
- c. In the event of failure of the Agency to recoup the deliverables in the mutually agreed time frame, the UPSIC shall be entitled to terminate the contract and forfeit performance security. The UPSIC may impose additional penalty depending upon the quantum of breach for such cases.

#### 4.6 Eligibility criteria

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

#	Basic Conditions	Specific Requirements	Documentary proof to be submitted
1	Legal Entity	<p>Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.</p> <p>2. Registered with the Income Tax Authority</p> <p>3. Registered with GSTIN</p> <p>4. Should be operational for the last 5 years.</p> <p>5. The Bidder, shall be an agency / entity essentially involved in Social media handling, Creative &amp; Artistic Production</p>	<p>Certification of Incorporation</p> <p>Copy of PAN Card</p> <p>Copy of GST registration certificate</p> <p>Copy of memorandum and article of association</p>
2	Blacklisting	Bidder should not be blacklisted by any Central / State Government / PSU as of date of submission of this bid.	Self-certified letter by the authorized signatory
3	Turnover	Bidder should have had an minimum annual turnover of at least INR 1 Crore from the last 3 financial years (FY 2021-22, 2022-23, 2023-24).	<p>Audited financial statements for the last three financial years.</p> <p>OR</p> <p>Certificate from the statutory auditor</p>
4	Technical capability	<p>Bidder must have successfully completed at least the following numbers of engagement(s) in last three financial years (FY 2021-22, 2022-23, 2023-24) of value specified herein:</p> <ul style="list-style-type: none"> <li>• Three (3) projects of similar nature of value not less than INR 20 Lakhs each</li> <li style="text-align: center;">OR</li> <li>• Two (2) projects of similar nature of</li> </ul>	Work order + Self certificate of completion (Certified by the statutory auditor);

#	Basic Conditions	Specific Requirements	Documentary proof to be submitted
		<p>value not less than INR 40 Lakhs each OR.</p> <ul style="list-style-type: none"> <li>One (1) project of similar nature of value not less than INR 75 Lakhs</li> </ul> <p>The Bidder should meet the below given criteria for the current financial years i.e. (FY 2024-25)</p> <ul style="list-style-type: none"> <li>Three projects of similar nature of value not less than INR 20 Lakhs each</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Two (2) projects of similar nature of value not less than INR 40 Lakhs each</li> </ul> <p>OR.</p> <p>One projects of similar nature of value not less than INR 75 lakhs.</p>	
5	Experience in Govt./Public Sector	Agency must have experience in working with Central/State Govt./PSU on minimum 2 projects with similar work in past 5 years	Work order/ Certificate of completion
6	Manpower	The bidder must have an in-house Social Media team with a minimum of 10 employees, engaged in planning, designing & implementing various IEC & engagement activities on social media, managing brand image & online reputation.	Self-certified letter by the authorized signatory
7	Certification	Bidder must have ISO and CMMI Certification and should Have register under SMSE U.P.	

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

#### 4.7 Technical evaluation criteria

- 1 UPSIC shall open the “Technical Proposal” only for the bidders who meet the prequalification / eligibility requirements.
- 2 UPSIC will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at UPSIC discretion.
- 3 Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. The bidder who score Highest marks in technical evaluation shall be selected
- 4 The technical qualification criteria are as mentioned below. The bidders need to submit documents for specific criteria.

S. No	Parameter	Evaluation Criteria	Maximum Marks
<b>A.</b>	<b>RELEVANT EXPERIENCE</b>		
<b>1.</b>	<b>Turnover</b>		
	<p><b>Turnover - Average Annual Turnover of last three (3) financial years (2021-22, 2022-23 &amp; 2023-24).</b></p> <p><b>Documentary evidence:</b></p> <ul style="list-style-type: none"> <li>• CA Certificate (Original)</li> <li>• Audited balance sheets for the last three financial years.</li> </ul>	<p>Between 1 Crore – 2 Crores-<b>5 marks</b></p> <p>Above 2 Crores-<b>10 marks</b></p>	10 marks
<b>2.</b>	<b>Years of Experience</b>		
	<p>Agency / Firm Bidder should have been in the business of social media management, conceptualization &amp; implementation of social media campaigns &amp; conducting IEC Activities or similar work in last 5 years. i.e. (2019-20, 2020-21, 2021-22, 2022-23 &amp; 2023-24).</p> <p><b>Documentary evidence:</b></p> <p>Copy of Letter of Award / Agreement / Contract / Work Order / Completion Certificate, Duly Certified by the authorized signatory to be submitted. Pictures &amp; other supporting documents along with bid.</p>	<p>Up to 2 Years - 5 Marks</p> <p>5 Years or more - 10 Marks</p>	10 marks
<b>3.</b>	<b>Experience – Govt.</b>		
A.	<p>Overall cost of social media management &amp; marketing project in the last 3 years for state or central /state govt. / PSUs i.e. (2021-22, 2022-23 &amp; 2023-24).</p> <p>Projects will include tasks such as social media management, conceptualization and implementation of social media activities.</p>	<p>Project cost between 30 Lakh - 40 Lakh, <b>5 marks for each project</b></p> <p>Project cost between 40 Lakh - 50 Lakh, <b>10 marks for each project</b></p> <p>Project that cost more than 50 Lakh or more <b>20 marks</b></p>	20 marks



S. No	Parameter	Evaluation Criteria	Maximum Marks
	<b>Documentary evidence:</b> <ul style="list-style-type: none"> <li>Letter of award / agreement / contract / work order / completion certificate, duly certified by the authorized signatory of the bidding company.</li> <li>Project literature, reports or any other material to be enclosed in support of projects.</li> </ul> <b>(Amount should be mentioned)</b>		
B.	<b>No. of Social media Projects completed &amp; ongoing in Last five years i.e., (2019-20, 2020-21, 2021-22, 2022-23 &amp; 2023-24)</b>  <b>Certificate of Completion/Letter of Award/Work Order</b>  <b>(Amount should be mentioned in supporting document)</b>	Total Projects cost between 30 Lakh - 40 Lakh, <b>5 marks for each project</b> Total Projects cost between 40 Lakh - 50 Lakh, <b>10 marks for each project</b> Total Projects cost more than 50 Lakh, or more <b>20 marks</b>	<b>20 marks</b>
C.	<b>CERTIFICATE</b>	ISO 9001:2008 or equivalent / CMMI Level 3 5 Marks - ISO 27001:2013 or equivalent / CMMI Level 5 10 Marks	10 Marks
<b>4</b>	<b>PRESENTATION</b>		<b>30 marks</b>
a.	<b>a. Past similar work</b> of projects which include tasks such as social media management, conceptualization & implementation of social media activities for state or central government / PSUs / private entities. <b>b. Proposed deployment of manpower and their experiences and background</b>	10 Marks	
b.	<b>Unique Proposition/Concept</b> on social media activities planning & engagement strategy. <b>a. Social Media Activities year-wise Plan for 3 years targeting organic growth of reach/followers.</b> <b>b. Content bucket &amp; content calendar, graphic design &amp; videos.</b>	20 marks	
	Total Marks (A+B+C+D)		<b>100 Marks</b>

**\*Note: Projects of similar nature: projects involving Social Media planning & management, Brand Image & positioning management, Content creation & designing, Implementation of IEC activities for Central/State Government/PSU etc.**

The minimum score for qualifying Technical Evaluation will be 70 and all Applicants with more than or equal to 70 marks will be called the "Shortlisted Bidders". The Financial bids of only the Shortlisted Bidder will be opened.

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

#### **4.8 Financial evaluation**

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

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

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

The proposed weightages for quality and cost shall be specified.

Highest points basis: Based on the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example:

In a particular case of selection of Bidder, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received.

The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75.

All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants.

The price evaluation committee examined the financial proposals and evaluated the quoted prices as under: Proposal Evaluated cost A Rs.120, B Rs. 100, C Rs. 110.

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

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

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

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

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

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

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

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

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

A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

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

#### **4.9 Support from the Uttar Pradesh Small Industries Corporation Ltd.**

During the Project, the Agency shall work in close co-ordination with the Uttar Pradesh Small Industries Corporation Ltd. The Purchaser shall provide (or cause others to provide) the following support to the Agency:

1. Regular review and approval of all the documents submitted by the Agency.
2. Co-ordination/ support from respective government agencies and other stakeholders if required during the project implementation.
3. Any other Information, support if required to perform the services.

4. Providing sitting space for the team deployed for the project with basic amenities such as electricity and internet.

**5 Instructions to Bidders**

**5.1 General instructions**

**A. Number of Proposals and respondents**

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

**B. Proposal preparation cost**

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

**C. Right to accept and reject any or all the Proposals.**

- Notwithstanding anything contained in this RFP, Purchaser reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.

**D. Purchaser reserves the right to reject any Proposal if:**

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

**E. Clarification**

- Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Purchaser and the Project site, sending written queries to the Purchaser, and attending a Pre-Proposal Conference.
- Bidders requiring any clarification on the RFP may send their queries to the Purchaser in writing before the date mentioned in the schedule of bidding process. The queries will be sent only by email at the mail id provided in communications details in the Data Sheet with subject clearly written the following identification in the below mentioned format:

*“Queries/Request for Additional Information concerning RFP on Selection of Social Media Agency for implementing various IEC Activities for UPSIC”*

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

- The Purchaser shall endeavor to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the (Proposal Due Date) PDD. The responses will be sent by e-mail. The Purchaser will post the reply to all such queries on the Official Website and Copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.
- The Purchaser reserves the right not to respond to any queries or provide any clarifications, in its sole

discretion, and nothing in this Clause 5.1.(E) shall be construed as obliging the Purchaser to respond to any question or to provide any clarification.

#### **F. Amendment of the RFP**

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

#### **G. Data identification and collection**

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

### **5.2 Preparation and submission of Proposals**

#### **A. Language and currency**

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

#### **B. Proposal validity period and extension**

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

#### **C. Format and signing of Proposals**

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

#### **D. Submission of e-bid/Proposal**

- The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Purchaser. Submission can be done till the Proposal

Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible. **Hard copies of bids submitted by the bidder will not be acceptable.**

**E. The Bidders must follow the following instructions for submission:**

- a) For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
- b) In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- c) For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Purchaser shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- d) The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- e) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- f) Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- g) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- h) After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- i) Purchaser reserves the right to cancel any or all e-bids/Proposals without assigning any reason

**F. Deadline for submission**

- E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website

<http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Purchaser may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

#### G. Late submission

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

#### H. Withdrawal and resubmission of Proposal

- At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
- No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
- The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### G. Selection of the Agency

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

#### 5.3 Proposal opening

After the technical evaluation, the Purchaser shall prepare a list of prequalified Bidders in terms of Clause 4.6 and 4.7 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Purchaser will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection

process.

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

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

#### A. Opening of Proposals

- The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Purchaser, the e – bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that Bid Processing Fee and EMD must be submitted in the prescribed format as specified in the data sheet (Clause 2) within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- The Purchaser will prepare minutes of e-bid/Proposal opening.

#### B. Confidentiality

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

#### C. Tests of responsiveness

- Prior to evaluation of the Proposals, Purchaser will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
  - a) It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
  - b) It contains all information as desired in this RFP.
  - c) Information is provided as per the formats specified in the RFP.
  - d) It mentions the validity period as set out in the "Data Sheet".
  - e) Bids are accompanied with non-refundable Bid Processing Fee as stated in the Data Sheet.
  - f) The selected Bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 3% of the total contract value in form of Bank Guarantee (BG), which should be valid for 6 months beyond the contract period. The BG shall be returned or extended after the expiry of the contract period as the case may be. The BG can be from any Nationalised or Scheduled bank.
- Purchaser reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Purchaser in respect of such Proposal.

#### D. Clarifications sought by Purchaser

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

E. Proposal evaluation

- Only Shortlisted Bidders who have been found eligible under Clause 4.7 will be taken up for Financial and Technical Evaluation
- Submissions from Bidders would first be checked for responsiveness as set out in Clause 5.3.(C). All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.
- The Proposal containing the Technical Details of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

F. Notifications

- Purchaser will notify the successful Bidder by letter.

## 6. General Conditions (GC) of Contract

### 6.1 General Provisions

#### 6.1.1 Definitions

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

- “Agreement” or “Contract” means the Agreement/Contract signed by the Parties and all the attached documents, if any
- “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- “Authorised Representative” shall have the meaning set forth in Clause 6.1.5
- “Bidder” or “Agency” means any private or public entity that will provide the Services to the Purchaser
- “Bid Processing Fee” as mentioned in the Data Sheet
- “Confidentiality” shall have the meaning as set forth in Clause 5.3
- “CV” Curriculum Vitae
- “Dispute” shall have the meaning set forth in Clause 6.2.10
- “DSC” Digital Signature Certificate
- “Effective Date” means the date on which this Agreement comes into force and effect as set forth under Clause 6.2.1;
- “Eligibility Criteria” shall have the meaning set forth in Clause 4.7
- “EMD” Earnest Money Deposit
- “Force Majeure” shall have the meaning set forth in Clause 6.2.5;
- “Government” means the Government of Uttar Pradesh
- “GST” Goods and services tax
- “INR, Re. or Rs.” means Indian Rupees
- “Key Date” shall mean the dates mentioned in the Data Sheet
- “LOA” Letter of Award
- “Materials” shall have the meaning set forth in Clause 6.2.6.3
- “Purchaser” or “Client” shall mean Office of Uttar Pradesh Small Industries Corporation Ltd. (UPSIC), Fazalganj Industrial Estate, Kanpur, Uttar Pradesh
- “Party” means the Purchaser or the Agency, as the case may be, and “Parties” means both of them
- “Personnel” means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof



- w) “Project” shall have the meaning set forth in the Disclaimer
- x) “Proposal” shall have the meaning set forth in the Disclaimer
- y) “Proposal Due Date” or “PDD” shall mean the date as mentioned in the Data Sheet;
- z) “Proposal Validity Period” shall mean the date as mentioned in the Data Sheet;
- aa) “RFP” means the Request for Proposal document in response to which the Agency’s proposal for providing services was accepted
- bb) “Services” means the work to be performed by the Agency pursuant to the Contract
- cc) “Schedule of Bidding Process” means the schedule mentioned in the Data Sheet;

#### 6.1.2 Law Governing Contract

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

#### 6.1.3 Language

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

#### 6.1.4 Notices

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

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

#### 6.1.5 Authorised Representatives

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

#### 6.1.6 Taxes and Duties

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

#### 6.1.7 Fraud and Corruption

6.1.7.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

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

#### 6.1.7.2 Measures to be taken

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

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

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

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

#### **6.1.8 Limitation of Liability**

- 6.1.8.1 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 6.2.9 and breach of Clause 6.2.5.2.
- 6.1.8.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims ,even if it has been advised of their possible existence.

#### **6.1.9 Insurance**

- 6.1.9.1 The Bidder is expected to maintain insurance cover for the following events to insure Bidder's risks against:
  - 6.1.9.1.1 loss of or damage to the Materials;
  - 6.1.9.1.2 loss of or damage to equipment, loss of or damage of property in connection with the Contract; and
  - 6.1.9.1.3 Personal injury or death of the employees;
- 6.1.9.2 Any other as applicable The Purchaser does not take any responsibility for insurance coverage in case of any mis-happening.

#### **6.1.10 Liquidated Damages**

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

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

#### **6.1.11 Performance Security**

For the purposes of the Agreement, performance security shall be deemed to be an amount equal to 3 % (exclusive of GST) of the Agreement Value (the “Performance Security”); which can be provided in the form of a bank guarantee or cash deposit.

In case any services is not found as per the prescribed Specification as given in clause 4.1, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Purchaser in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement/ contract value and shall be recovered by appropriation from the Performance Security.

### **6.2 Commencement, Completion, Modification and Termination of Contract**

#### **6.2.1 Effectiveness of Contract**

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

#### **6.2.2 Commencement of Services**

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

#### **6.2.3 Expiration of Contract**

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

#### **6.2.4 Modifications or Variations**

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

#### **6.2.5 Force Majeure**

##### **6.2.5.1 Definition**

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

Following shall be the events and circumstances of Force Majeure:

6.2.5.1.1 Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage

6.2.5.1.2 The expropriation or compulsory acquisition or seizure of the assets of the Bidder by any governmental instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Bidder of any Indian Law but excluding any change in law.

6.2.5.1.3 Act of God epidemic, lightning earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the Bidder’s infrastructure generated from any source external to the Bidder due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.

- 6.2.5.1.4 Procedure for Calling Force Majeure: The Bidder shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Bidder knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.
- 6.2.5.1.5 The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Bidder is taking, or proposes to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- 6.2.5.1.6 The Purchaser shall not be liable to make any payments to the Bidder for it being affected on account of Force Majeure.
- 6.2.5.1.7 The Purchaser reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

#### 6.2.5.2 No Breach of Contract

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

#### 6.2.5.3 Extension of Time

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

#### 6.2.5.4 Payments

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

#### 6.2.5.5 Termination

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

#### 6.2.5.6 By the Purchaser

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

- a) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within seven (7) days after being notified or within any further period as the Purchaser may have

subsequently approved in writing.

- b) If the Agency becomes insolvent or bankrupt.
- c) If the Agency, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days.
- e) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.

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

#### 6.2.5.7 By the Agency

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

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

#### 6.2.5.8 Payment upon Termination

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

6.2.5.8.1 payment pursuant to Clause 6.2.8 for Services satisfactorily performed prior to the effective date of termination;

6.2.5.8.2 except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause 6.2.5.6, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### 6.2.6 Obligations of the Agency

#### 6.2.6.1 Standard of Performance

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

#### 6.2.6.2 Confidentiality

Except with the prior written consent of the Purchaser, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Agreement, neither of the parties may disclose to third parties the contents of the Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to

- (a) is or becomes public other than through a breach of the Agreement,
- (b) is subsequently received by the party from a third party who, to the party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- (c) was known to the party at the time of disclosure or is thereafter created independently,
- (d) is disclosed as necessary to enforce the party's rights under the Agreement, or
- (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of the Agreement.

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

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

#### 6.2.6.4 Accounting

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

### 6.2.7 Obligations of the Purchaser

#### 6.2.7.1 Assistance

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

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

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

### 6.2.8 Payments to the Agency

#### 6.2.8.1 Professional fee and Payments

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

#### 6.2.8.2 Terms and Conditions of Payment

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

### 6.2.9 Good Faith and Indemnity

- 6.2.9.1 The Parties undertake to act in good faith with respect to each other's rights under the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the Contract.
- 6.2.9.2 To the fullest extent permitted by applicable law and professional regulations, both the parties

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

#### **6.2.10 Settlement of Disputes**

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

6.2.10.2 Amicable Settlement

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

#### **6.2.10.3 Jurisdiction**

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

The venue of arbitration shall be in Kanpur, Uttar Pradesh. The language of arbitration proceedings shall be English.

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

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

## **7. Technical Proposal - Standard Forms**

TECH-1 Technical Proposal Submission Form

TECH-2 Bidder's Organization and Experience

A Bidder's Organization

B Bidder's Experience

TECH-3 Description of the Approach, Methodology and Work Plan for performing the assignment

TECH-4 Curriculum Vitae (CV) for Project Manager and Application Lead

TECH-5 Format for presentation



### 7.1 Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Purchaser]

Dear Sirs:

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

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

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

We undertake, if our Proposal is accepted, to initiate the requested services related to the assignment at a date mutually agreed between us.

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

We remain,

Yours sincerely,

Authorised Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

### A - Bidder's Organization

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

### B - Bidder's Experience

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

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

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

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

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

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

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

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

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

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

6. **Membership of Professional Associations:** \_\_\_\_\_

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

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

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

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

#### 11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

#### 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

### **7.5 Form TECH-5: Format for Presentation/Demonstration**

The Bidder presentation should comprise of following contents:

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

## 8. Financial Proposal – Cover Letter

[Date]

To: [Name and address of Purchaser]

**Subject: Financial proposal**

**Reference: (Insert name of the project)**

Dear Sir,

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

We hereby quote for the Purchaser (UPSIC) of the services specified in the RFP at an overall cost of INR \_\_\_\_\_ *(IN NUMBERS and WORDS)* (to be derived from the detailed breakup as mentioned in Clause 9) exclusive all relevant taxes.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for the taxes (GST, etc.) and reimbursable expenses and annual escalation shall be as per the terms stated in Clause 6.1.6 of the RFP document.

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

\_\_\_\_\_  
Signature and Name of the Authorised Person

\_\_\_\_\_  
**NAME OF THE BIDDER AND SEAL**

## 9. Financial Proposal – Detailed breakup

This format needs to be submitted in Financial Proposal (BOQ format) on the e-tender web portal along with the financial proposal cover letter. Detailed breakup of financial proposal as below:

### 9.1 Total Cost of the Project (In INR)

Sr. No.	Profile	No. of Resources (A)	Months (B)	Per month Rate (Exclusive GST) (C)	Total Cost (Exclusive GST) (D) (D=AXBXC)
1	Team Lead	01	36		
2	Content Writer	01	36		
3	Graphic Designer cum Video Editor	01	36		
4	Photographer	01	36		
	<b>Total</b>				
	<b>Grand Total: Amount in Word</b>				

- a. Goods & Service Tax will be paid extra as applicable  
 b. The above includes all travel, lodging and other out of pocket expenses within state; no extra claims above what has been mentioned in this section will be allowed during the engagement.  
 c. The same rates will be used for extending the scope of work or seeking more time/resources from the consulting firm.  
 d. If number of resources required is increased, the Bidder shall provide the resources on the sanctioned rates. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.  
 We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 2018", during the bidding process and execution of the contract, in case we are awarded the work.

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

Yours sincerely,

Authorized Signatory (In full and Initials)

Name and Title of the Signatory:

**10. Annexure A: Average Annual Turnover****10.1 Form 1: Financial Capacity of the Agency**

#	Financial Year	Annual Revenue (in INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	

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



**10.2 Form 2: Eligible assignments of the Agency**

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

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

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

**Declaration Letter for “Selection of Social Media agency for implementing various IEC Activities”**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to “**Selection of Social Media agency for implementing various IEC Activities** ”, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

**10.5 Form 4: Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.**

**Declaration Letter for “Selection of Social Media agency for implementing various IEC Activities”**

(To be printed on Letter Head)

Sir/Madam,

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

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person) Name:

Designation:

**10.6 Form 5: Draft Performance Guarantee Format(To be issued by a Bank)**

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh, having its office at 110, Industrial Estate, Fazalganj, Kanpur – 208012, Uttar Pradesh, India (hereinafter called “Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s\_\_\_\_\_. a company/ firm formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated \_\_\_/\_\_\_/2024 issued by Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh, and selected M/s \_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Managing Director, Uttar Pradesh Small Industries Corporation, Government of Uttar Pradesh, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs./- (Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas the Bidder approached the Guarantor, and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh an amount not exceeding INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh, stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh is disputed by the Bidder or not.
4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Managing Director, Uttar Pradesh Small

Industries Corporation Limited, Kanpur, Uttar Pradesh.

5. In order to give effect to this Guarantee, Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh or any indulgence by Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and delivered by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its  
\_\_\_\_ and authorized office.

Authorized Signatory \_\_\_\_\_ Bank