

**Request for Proposal**  
**for**  
**Appointment of Event Management Company (EMC) for**  
**organization of**  
**Winter Carnival in Greater Noida – 2022**

*Location: Greater Noida, Uttar Pradesh*

*December 2021*

**Issued by:**



**Greater Noida Industrial Development Authority**

Plot No. 1, Knowledge Park 4, Greater Noida

District Gautam Budh Nagar – 201308, Uttar Pradesh

## **Disclaimer**

This e-Bid document for “*Appointment of Event Management Company (EMC) for organization of Winter Carnival in Greater Noida – 2022*” contains brief information about the scope of work and selection process for the Successful Bidder/Applicant (or “*Company*”). The purpose of the e-Bid document is to provide the Bidder with information to assist the formulation of their application (“the Application”). The services related to provision of organization of Winter Carnival for the region envisaged by the Authority will further be known as “*the Project*”

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

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

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

### Data Sheet

1	Name of the Bid	Appointment of Event Management Company (EMC) for organization of Winter Carnival in Greater Noida - 2022
2	Bid Processing Fee	INR 10,000 + GST@18% i.e. 11,800/- (Eleven Thousand Eight Hundred only) <i>as per mentioned on the Portal</i>
3	EMD	INR 1,00,000/- (One Lakh Only) <i>as per mentioned on the Portal</i>
4	Performance Security	10% of the Contract value
5	Name of the Authority's official for addressing queries and clarifications	<b>Manager, Marketing Department</b> Greater Noida Industrial Development Authority Plot No. 1, Knowledge Park 4, Greater Noida District Gautam Budh Nagar – 201308, Uttar Pradesh Phone: +91-9810825965 Email: <a href="mailto:neeraj.johar_mkt@gnida.in">neeraj.johar_mkt@gnida.in</a> Website: <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a>
6	Bid Validity Period	60 days
7	Bid Language	English
8	Bid Currency	INR
9	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date	23.12.2021
	Bid Start Date	23.12.2021
	Bid End Date	05.01.2022
	Pre-bid Meeting	29.12.2021 at 1500 hrs.  Meeting ID: 818 8225 7865 Passcode: 12345
	Opening of Technical Bids	06.01.2022
	Opening of Financial Bids	To be communicated
10	Consortium	No
11	Sub-contracting	No

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## **1. Section I: General Information**

### **1.1 Project Background**

Greater Noida Industrial Area is located at the intersection of the Western and Eastern Dedicated Freight Corridors and is also the gateway to the Delhi-Mumbai Industrial Corridor (DMIC). It lies within the National Capital Region of India's capital - New Delhi and is adjacent to Noida, one of the largest industrial townships in Asia.

The integrated township is shaping up as India's smartest city, the National Capital Region's most modern urban development centre and its fastest-developing centre of attraction. It has emerged as a modern model of far-sighted town planning.

Greater Noida is being developed as Metro centre providing for quality urban environment, to attract economic activities and population to decongest Delhi.

Set-up in 28th January 1991 under the UP Industrial Area Development Act 1976 to provide basic enabling framework for developing an efficient and integrated modern city with high service and delivery standards.

To mark the anniversary of Greater Noida on **28th January 2022**, GNIDA intends to organize a **Winter Carnival from 28<sup>th</sup> January to 29<sup>th</sup> January 2022 (only 2 days)** for citizens of Greater Noida and surrounding region. The tentative theme of this year's carnival is "Smart & Happy Greater Noida".

Pertaining to this, the Scope of Work as given in Section 2 of this document which includes the details of the activities/events planned as part of the planned winter carnival.

## **2. Section II: Terms of Reference**

### **2.1. Event Brief**

The Authority intends to engage an Event Management Company for designing, executing, operating & managing the Winter Carnival at Greater Noida be held from **28<sup>th</sup> January 2022 and 29<sup>th</sup> January 2022 (2 days only)**.

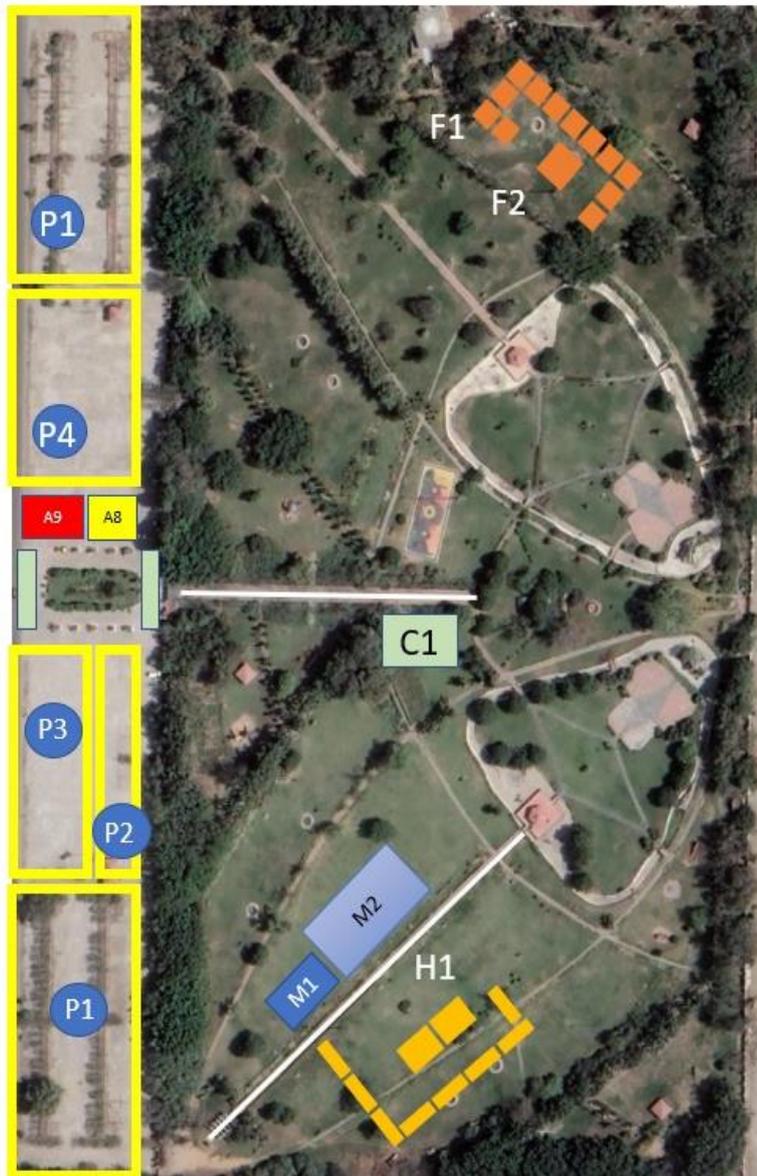
The winter carnival intends to improve citizens engagement for enhanced sense of inclusion & community spirit, generate awareness about the Greater Noida and strengthening the identity of the city. The planned events would include myriad of activities ranging from walkathon, handicraft fair, Bollywood night, cultural programs and food festivals.

An indicative list of events the Authority is seeking to organize and execute are as follows:

- a. **Handicraft Fair** focusing on showcasing and sale of handcraft items from different parts of India on the **28<sup>th</sup> of January 2022, 12 pm onwards**.
- b. **Bollywood evening** with signing performances by professional singers from Greater Noida on the **28<sup>th</sup> of January 2022, 6 pm onwards**
- c. **Walkathon from Greater Noida west to City Park** on **29<sup>th</sup> January 2022 at 8 a.m.** which will be a promotional run along a designated route and will be accompanied by the GNIDA officials and all the other participants.
- d. **Cultural Program** on **29<sup>th</sup> January 2022** in the following time slots
  1. Cultural dance, drama and classical music performance by children from nearby colleges, educational institutions and RWAs from **12:00 to 2:00 p.m.**
  2. Cultural dance, drama and classical music performance by ladies from nearby RWAs from **2:00 p.m. to 4:00 p.m.**
- e. **Food festival:** The selected EMC shall be responsible for setting up of Food Courts including allocation to vendors, provision of water, wash area, drainage, utilities such as electricity, fixtures, etc. on **28<sup>th</sup> January 2022, 12 pm onwards**. Special emphasis is to be given to quality of food being served.
- f. **Singing performance** from all age groups on **29<sup>th</sup> January 2022 between 4 p.m. to 6 p.m.**
- g. **Closing ceremony** with prize distribution (**29<sup>th</sup> January 2022**)

Kindly note that GNIDA reserves the right to make changes to the indicative schedule mentioned above.

The event layout for the Winter Carnival is as follows:



### Parking Area

- P1: Free Parking
- P2: VIP Parking
- P3: Staff Parking
- P4: Bus/ Heavy vehicle Parking
- A8: Police Control Room
- A9: Fire tender Space
- A10: & A11: Outer and Inner Gate
- C1: Control Room (Office)

### Handicraft Exhibition

- H1: Kiosks (100 Nos)  
3m x 3m

### Main Performance Area

- M1: Covered Stage with VIP Seating (100 Nos)
- M2: Covered seating for 900 people
- M3: Open standing area

### Food Festival:

- F1: Food Kiosk (40 Nos) 3m x 3m
- F2: Food Kiosk (10 Nos) 5m x 5m

Detailed Bill of Quantities (BOQ) are mentioned in the Appendix Financial Proposal Submission Form.

Reference images from previous Winter Carnival organized by GNIDA.

## **2.2. Scope of services**

The Event Management Company (EMC) shall be responsible for organizing and managing multiple events as specified in Clause 2.1 above and the scope shall include (but not limited to) the following activities:

1. Assistance in preparation of a detailed schedule (*Minute-to-Minute*) of events pertaining to the management and organization of the Winter Carnival under the non-exhaustive list as specified in Clause 2.1
2. The EMC will be given responsibility of occupancy of all the food kiosk and set up a food fest within the carnival. EMC must ensure all the allocated food stalls to them are occupied by the quality food and beverage providers. The food stall shall be allocated only upon approval by GNIDA. The revenue from food stalls shall be collected by the EMC. The food stalls must ensure
  - a. Multiple cuisine food – not more than 4 stalls will be allowed of same type of cuisine in the fest
  - b. Not more than 4 stalls to be allocated to the same food vendor
  - c. All the food stall vendors comply to food security laws as defined by the Govt. of India or UP Govt. and must submit relevant documents in relation to the same
3. Sponsorship / advertisement management – The EMC must assist Authority in securing sponsorships / advertisement opportunity for the event. The assistance required may involve but not limited to:
  - a. Creation of advertisement master plan for the event
  - b. Preparation of creatives
  - c. Preparation of decks and presentations for prospective sponsors
  - d. Identification of prospective sponsors
  - e. Workshops and meetings for sponsors at GNIDA office
  - f. Design sponsorship plans as per the market requirements to attract sponsors
4. Based on the inputs received from the Authority, preparation and presentation of detailed approved event plans. Plans to include event concept, event layout, event theme development, quality of visual appeal etc.
5. Designing of venue site plans, presentation and execution of the same post approval of the Authority.
6. Provision of the required overlay, light and sound for the events, inclusive of its mobilization, installation & decommissioning and operations & maintenance.
7. Conceptualization and provision of Venue Décor and Branding plans, presentation of the concepts, designs and themes and post approval, execution of the same for every event Authority may organize during the Winter Carnival.

8. Design and printing of event specific folders/brochures/envelopes/stationary post approvals from the Authority.
9. Design and printing of event specific branding material on flex/vinyl, post approval from the Authority. Please note the Branding and advertisement rights for the event rest with the Authority, and the Authority shall direct the EMC on the branding requirements.
10. Provision of DG sets for adequate power supply at the event venues, inclusive of their operating licenses and safety certificates, fueling and required technical operators.
11. Provision of event photography and videography services including post editing for the events along with the deployment of the required professional workforce and compilation of photographs and video reports of the event.
12. Provision, operations and maintenance of LED screens, plasma television screens and sound systems for all the events.
13. Diesel generator sets, LED boards, plasma screens, electrical works etc. as per requirement for the planned event.
14. Provision of electrical works, temporary lighting works and Air conditioning units with the required wiring and cabling along with the procurement of safety certificate and NOC's from the concerned regulatory authorities.
15. Designing and printing of offset and digital branding material and event collaterals and assist Authority in marketing and shout out of the event to invite more footfall at the event.
16. Scoping and provision of Male and Female ushers as per the requirement of event organized. The Ushers should be trained with adequate experience in events. The selected EMC shall bear the cost of the Ushers logistics, food & beverage arrangements, accommodation, travel including local travel, event uniforms etc. The uniform designs shall be approved by the Authority.
17. Scoping and Provision of service staff for Housekeeping, cleaning and waste management for the events in discussion. Their responsibilities shall be (but not limited to) –cleaning and waste management services for the venue and maintenance of all toilets deployed for the event. Procurement and supply of the required consumables shall be undertaken by the EMC. The Housekeeping staff should be trained with adequate experience. The selected EMC shall bear the cost of their logistics, food & beverage arrangements, accommodation, travel including local travel, their uniforms etc.

### **2.3. Project Considerations**

1. The Authority shall nominate a point of contact from its management team or a team to liaise and coordinate with the selected EMC regarding planning, organization and execution of the events in discussion.
2. The selected EMC shall prepare a work plan and submit it to the Authority and its appointed representatives for review and deliberation, detailing the timelines of designing of event theme, mobilization of material, installation and de-commissioning schedule for the event.

3. All Equipment and material being installed by the selected EMC as per the requirement of the event in discussion shall be of superior quality and in excellent working condition with the required technical workforce and qualified personnel to certify the works being executed. The technical workforce shall be present during the commissioning and setup stage till the time of effective closure of the event. Details of the technical workforce shall be shared in writing with the Authority 5 days prior to the commencement of the event in discussion.
4. The event venue identified shall be made operational with all the agreed items and components 1 day prior to the commencement of the event in discussion for readiness and testing.
5. The selected EMC shall be responsible for obtaining all the necessary licenses, permissions and NOC's relating to the organization and conduct of the events in discussion and shall share copies of the permissions, licenses and NOC's to the Authority and its appointed authorized representatives. All associated costs to be borne by the selected EMC. Any default in non-compliance of procurement of the required licenses from the concerned regulatory authority shall be the responsibility of the selected EMC, The Authority shall be identified of any such acts of Non-Compliance. The Authority shall facilitate the selected EMC in obtaining applicable licenses, permissions and NOC's.
6. The selected EMC shall digitally document the event preparation and setup process and document the proceedings of the event in a template/format which shall be shared with the Authority. A Minimum number of 100 high quality photographs per event shall be captured and submitted to the Authority digitally detailing all the aspects of the events in discussion no later than 7 days post the completion of Winter Carnival.
7. The selected EMC shall consider all environmental compliance requirements prior to the commencement of the fabrication works of all components. The selected EMC shall be responsible for the removal and disposal of all waste material produced. The identified venue for the event in discussion shall be retro fitted in the same way that it had been provided to the selected EMC. The Authority shall not be liable for any non-compliance on this act.
8. GNIDA will not hold any revenue share for the food kiosks. It is expected from the EMC to adjust all the revenue with the billed items.
9. EMC shall not have any target-based liability for sponsorships. However, the EMC will be expected to assist the Authority with activities such as promoting the event, organizing meetings with the sponsors, utilize their market presence and contacts for securing sponsors for GNIDA.
10. In keeping with the current situation, the EMC has to conform with all COVID protocols and guidelines during the carnival.
11. The EMC is requested to note that GNIDA reserves the right to cancel the event at any given point of time due to surge in COVID cases or change in government guidelines for

COVID appropriate behavior leading to unavailability of permissions from the district administration or any other unforeseen circumstances. In case of such cancellation, GNIDA will not be liable to compensate the EMC.

#### 2.4. Payment conditions

1. The selected EMC will be required to submit a Performance Bank Guarantee/ Performance Security equivalent to 10% of the overall contract value upon acceptance of LOI/Work Order.
2. After award of the contract, if GNIDA in the interest of the project or because of any other need arising subsequently, at its own discretion may order in –lieu or any new item(s), subject to a condition that the value of such items(s) shall be arrived at through permissible price discovery modes. Moreover, the value of such items will not exceed 25% of the total contract value and will not give any undue benefit to shortlisted bidder.
3. Final payment will be made upon satisfactory completion of work and submission of bills with supporting documents like Photographs/Videography.
4. The Professional fee is inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

#### 2.5. Eligibility Criteria

Bidders must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Applications of only those Bidders who satisfy the Conditions of Eligibility will be considered for review.

To be eligible for evaluation of its Application, the Bidder shall fulfil the following:

#	Eligibility criteria	Documentary proof to be submitted
1	The Bidder must be a company registered in India under the Companies Act, 1956/Partnership firm registered under the Partnership Act 1932 or Proprietorship firm or LLP under Limited Liability Partnership act of 2008.	A copy of LLP/Proprietorship/ Partnership/Company registration certificate, GST Certificate and Pan Card
2	The Bidder must have a minimum average annual turnover from Event Management Business of <b>INR 10.00 Crores</b> over the past three financial years.	Form 2 and Audited Financial statements from CA for the past 3 Financial Years
3	The Bidder should have a minimum 5 years of work experience in organization, planning, management and execution of events.	Form 3 and proof of execution i.e. Work Orders & Completion Certificate from Clients

#	Eligibility criteria	Documentary proof to be submitted
4	The Bidder must have provided event management services in the past 5 years for at least 5 large scale events with state or central level government departments/PSU's/ Trade Organization's like CII/SIAM of order value of minimum 2 Cr.	Form 4 & 5 and proof of execution i.e. Work Order & Completion Certificate from clients.
5	The Bidder should present its GSTN certificate department and should carry a valid PAN Number form the Income Tax Department.	Copy of Pan Card and GSTN Certificate
6	The Bidder must have labour registration, EPF and ESIC Registration Certificate.	Copy of Labour Registration and ESIC Registration
7	Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Submission.	Form 6: Declaration Letter 1

## 2.6. Technical Evaluation

The eligible Bidders as per the eligibility criteria mentioned above shall be evaluated further for shortlisting. Only shortlisted parties shall be allowed to participate in the next phase of selection.

Each eligible bidder shall have to make a presentation of max. 30 slides on the overall concept and shall be marked as below. The Presentation of the eligible bidders shall be evaluated on the following criteria:

#	Marking criteria	Marks
1	<b>Annual Average Turnover</b> from Event Management Business of the bidder over the past three financial years 10 to 15 Crore – 10 marks 15+ Crore – 15 marks	15 marks
2	<b>Quality Certification</b> such as ISO certification (International Organization for Standardization), Active member of the Indian Convention & Promotion Bureau or any other relevant certification for Event Planning and Management	10 marks
3	<b>Technical Experience</b> The bidder must have successfully provided event management services in the past 5 years state or central level government	15 marks

	departments/PSU's/ Trade Organization's like CII/SIAM of order value of minimum 2 Cr 5 to 7 events – 10 marks More than 7 events – 15 marks	
4	<b>Overall concept of the Winter Carnival</b> I. Overall idea and central theme around the tentative slogan "Happy & Smart Greater Noida" II. Creativity and innovation in the planning and implementation III. Inclusion of city's smart features/solutions in overall concept IV. Integration and planning of mentioned key events.	30 Marks
5	Citizen outreach I. Strategy for citizen outreach such as campaigns, road shows, street plays, social media, etc. II. Mobile application concept for Android & IOS Branding and marketing plan I. The Bidder shall present a tentative branding and marketing strategy for the city festival II. Plan for assistance and support in securing sponsorships III. Broad list of branding collaterals shall be presented (samples of previous work in soft format) IV. The parties shall give a list and samples (soft format only) of various media they choose to use for branding such as print media, virtual media (AV, holograph, etc.) social media, etc.	30 Marks
	<b>Total</b>	<b>100 marks</b>

The Bidders with min 70 marks shall be termed as "Technically Qualified" and will be shortlisted for further process and be eligible to participate in the Financial Evaluation for the selection of an Event Management Company (EMC) for organizing Winter Carnival for Greater Noida – 2022.

## 2.7. Financial Evaluation

Only Technically Qualified bidders as per technical evaluation as stated in Section 2.6 shall be eligible for Financial Evaluation. The bidder with lowest lump sum quote will be termed as "L1". The project shall be awarded to the L1 bidder.

### **3. Section III: Instructions to Bidders**

#### **3.1. General instructions**

- i. A Bidder is eligible to submit only one Application for the Project.
- ii. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- iii. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services related to organization of Winter Carnival in Greater Noida, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- iv. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to GNIDA
- v. GNIDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by GNIDA.
- vi. The Professional fee is inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

#### **3.1.1 Cost of Bidding**

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

#### **3.1.2 Acknowledgement by Bidder**

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

- ▶ made a complete and careful examination of the e-Bid;
- ▶ received all relevant information requested from GNIDA;
- ▶ acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of GNIDA;
- ▶ satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

- ▶ acknowledged that it does not have a Conflict of Interest; and
- ▶ agreed to be bound by the undertaking provided by it under and in terms hereof.

### **3.1.3 Availability of Bid Document**

This Bid document is available on the web site <http://etender.up.nic.in> and on Greater Noida Authorities' website [www.greaternoidaauthority.in](http://www.greaternoidaauthority.in) at E-link to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document.

### **3.1.4 Clarifications of e-Bid**

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

### **3.1.5 Amendment of e-Bid Document**

- i. At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in>, Greater Noida Authority web site at E-link and Greater Noida's Website through corrigendum and form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- ii. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> or Greater Noida's Website from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- iii. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authorities website.

## **3.2. Preparation and submission of Bids**

### **3.1.6 Language of e-Bid**

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and the Authority shall be written either in English or Hindi language. The correspondence and documents in Hindi must be

accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

### **3.1.7 Documents constituting the e-Bid**

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

- i. Financial e-Bid – Financial Bid as per the prescribed format given in Appendix 5.6

### **3.1.8 E-Bid form**

The Bidder shall complete the e-Bid forms and the appropriate price schedule/BOQ furnished in the e-Bid document.

### **3.1.9 E-Bid currency**

Prices shall be quoted in Indian Rupees only.

### **3.1.10 Formats and Signing of e-Bid.**

- i. The Bidder shall prepare one electronic copy of financial e-Bid.
- ii. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/Board Resolution etc.

### **3.1.11 Deadline for submission of e-Bid**

E-Bid must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). The Authority may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **3.1.12 Submission of e-Bid**

- i. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
- ii. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- iii. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.

- iv. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

**The Bidders have to follow the following instructions for submission of their e-Bid:**

- i. For participating in e-Bid through the e-Bidding 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., Lucknow if they have not done so previously for registration.
- ii. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
- iii. 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 given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
- iv. The Bidder can search for active Bids through "search active tenders" link, select a Bid 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 and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF as per formats given in the RFQ cum RFP document.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD 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 Bid details. The details of the RTGS should tally with

the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- vi. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate 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. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-Bids without assigning any reason.

### **3.1.13 Late e-Bid**

- i. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- ii. 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 submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- iii. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. 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 is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

### **3.1.14 Withdrawal and resubmission of e-Bid**

- i. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <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.

- ii. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- iii. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The 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 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.
- iv. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- v. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

### **3.1.15 Authority's right to accept any e-Bid and to reject any or all e-Bids.**

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

### **3.1.16 Period of validity of e-Bid**

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

### **3.1.17 Correspondence with the Bidder**

- i. Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- ii. Subject to Clause 3.3.4 no Bidders or its Technical Partners shall contact GNIDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- iii. Any effort by the Bidder or by its Technical Partners to influence GNIDA in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

### **3.2 Earnest Money Deposit**

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

### **3.3 Opening and evaluation of Bids**

#### **3.3.1 Opening of financial e-Bid**

- i. The financial e-Bids of technically qualified shortlisted Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be as specified in the data sheet. The name of Bidders, percentage price quoted for various items etc. will be announced at the meeting.
- ii. The Authority will prepare the minutes of the e-Bid opening.

### **3.3.2 Correction of Errors**

- i. Financial Bids determined to be responsive will be checked by GNIDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- ii. The amount stated in the Financial Bid will be adjusted by GNIDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.2v.

### **3.3.3 Method of Selection of Consultant:**

- i. The Financial Proposals shall be opened for all technically qualified shortlisted Bidders.
- ii. Financial Proposals/Bids for all the technically qualified shortlisted Bidders will be ranked as L1, L2 and so forth.
- iii. The Bidder with the least cost proposal (L1) shall be selected and his Bid finalized after negotiation, if required. L1 Bidder shall be awarded the contract.
- iv. Financial Bids shall be opened publicly in the presence of the Bidder's representatives who choose to attend on the date as mentioned in the Data Sheet.
- v. The Evaluation Committee will correct any computational errors.

### **3.3.4 Contacting the Authority**

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

## **3.4 Award of Contract**

### **3.4.1 Award Criteria**

- i. The final Letter of Award (LoA) will be given to the Bidder with the lease cost proposal (L1).

#### **3.4.2 Notification of award**

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

#### **3.4.3 Performance Security**

- i. Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee drawn on any Nationalized Bank in favor of GNIDA valid for three months after completion of the Project.
- ii. Before the contract is awarded to the Bidder, an agreement will have to be signed by the Consultant at his cost on proper stamp paper

#### **3.4.4 Signing of contract**

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

## **4. Section IV: General Condition of Contract**

### **1. General Provisions**

#### **4.1.1 Definitions**

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

#### **4.1.2 Law Governing Contract**

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

#### **4.1.3 Language**

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

#### **4.1.4 Notices**

- i) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- ii) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

#### **4.1.5 Authorized Representatives**

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

#### **4.1.6 Taxes and duties**

- i) The Professional fee is inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

#### **4.1.7 Fraud and Corruption**

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

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

ii) Measures to be taken

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

#### **4.1.8 Limitation of Liability**

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

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

### **4.2.1 Effectiveness of Contract**

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

### **4.2.2 Commencement of Services**

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

### **4.2.3 Expiration of Contract**

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

#### **4.2.4 Modifications or Variations**

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

#### **4.2.5 Force Majeure**

- i) Definition

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

- ii) No Breach of Contract

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

- iii) Extension of Time

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

- iv) Payments

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

#### **4.2.6 Termination**

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

- i) By the Authority

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

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or

within any further period as the Client may have subsequently approved in writing.

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

ii) By the Consultant

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

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 4.6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 4.3.2 hereof.

iii) Payment upon Termination

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

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

### **3. Obligation of the Consultant**

#### **4.3.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices,

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

#### **4.3.2 Confidentiality**

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

#### **4.3.3 Documents prepared by the Consultant to be the property of the Authority**

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

#### **4.3.4 Accounting, Inspection and Auditing**

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

### **4. Obligation of the Client**

#### **4.4.1 Assistance and Exemptions**

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

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

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

#### **4.4.3 Services and facilities**

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

### **5. Payments to the Consultant**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the Contract. The Professional fee is inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing. The payment will be made upon satisfactory completion of work and submission of bills with supporting documents like Photographs/Videography.

### **6. Good Faith and Indemnity**

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

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

## 7. Settlement of Disputes

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

### 4.7.2 Amicable Settlement

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

### 4.7.3 Jurisdiction

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

## 8. Fraud and Corrupt Practices

4.8.1 The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this E-Bid, the Authority shall reject a Bid without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the E-BID, including consideration and evaluation of such Consultant’s Proposal.

4.8.2 For the purposes of this Clause 4.8, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.2.13 of this e-Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any

person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **9. Indemnity and Liability**

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

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

## 5. Appendix

### Form 1.1: Letter of the Proposal

#### Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To:

Additional Chief Executive Officer (D)

Greater Noida Industrial Development Authority

Plot No. 1, Knowledge Park 4, Greater Noida

District Gautam Budh Nagar – 201308, Uttar Pradesh

#### **Sub: Submission of proposal for Appointment of Event Management Company (EMC) for organization of Winter Carnival in Greater Noida 2022**

Dear Sir,

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

The Bid is unconditional and unqualified.

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

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

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

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

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

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.8 of the E-Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Vendor, without incurring any liability to the Bidders;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO/Partners/Directors/Managers;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GNIDA in connection with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above-mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the E-BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied e-Bid and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the e-Bid Document.

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

Date:

Place:

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

**Form 1.2: Financial Proposal Submission Form (On Bidder's letter head)**

[Location, Date]

To,  
Additional Chief Executive Officer (G)  
Greater Noida Industrial Development Authority  
Plot No. 1, Knowledge Park 4, Greater Noida  
District Gautam Budh Nagar – 201308, Uttar Pradesh

**Sub: Financial Bid for Appointment of Event Management Company (EMC) for organization of Winter Carnival in Greater Noida – 2022**

Dear Sir,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated \_\_\_\_\_, and our Bid (Response to Financial Bid). Our attached Financial Bid is as .XLS

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual sub components (Annexure A-Detailed Bill of Quantities) of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 60 days from the date of submission of the e-Bid.

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

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

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder

**Form 2: Financial capacity of the Bidder** (on the letterhead of Bidder)

Please provide with financial details about the Bidder along with necessary supporting documents. Audited financial statement from C.A. for the last three (3) years must be attached as proof to the response. Along with that please provide financial information in the following format:

Year	Annual Turnover (in INR)
2018 - 2019	
2019 – 2020	
2020 – 2021	

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation:

Contact No:

Email Address:

**Form 3: Bidder's years of experience**

(on the letterhead of Bidder)

The Bidder should provide events details to have a minimum 5 years of work experience in organization, planning, management and execution of events.

List of events:

#	Event/ assignment name:	Client name:	Date of event	Credential reference Page No.

Years of experience in organization, planning, management and execution of events:  
.....Years

Note: Form V has to be filled for each event with necessary documentary evidence in support of the experience claimed

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation:

Contact No:

Email Address:

**Form 4: Bidder's list of events**

(on the letterhead of Bidder)

The Bidder should provide details of only those large-scale assignments/events that have been undertaken by it under its own name of minimum contract value of INR 2 Cr in the past 5 years with state or central level government departments/PSU's/ Trade Organization's like CII/SIAM.

List of eligible events:

#	Assignment/ event name:	Client name:	Date of event:	Contract value <i>(in figure &amp; words)</i>	Reference Page No.

Note: Form V has to be filled for each event with necessary documentary evidence in support of the experience claimed

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation:

Contact No:

Email Address:

**Form 5: Credential format**

(on the letterhead of Bidder)

*[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 for carrying out Event Management services]*

Assignment name/Client Name:	
Location of Event:	Total no of event setup days: Schedule of event:
Address of client:	Contract Value (INR)
Narrative description of the event with pictures:	

Note: Bidder need to provide all the supporting documents like WO/Completion certificate for each credential.

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation:

Contact No:

Email address:

**Form 6: Declaration Letter 1**

(on the letterhead of Bidder)

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Submission.

**Declaration Letter for “Appointment of Event Management Company (EMC) for organization of Winter Carnival in Greater Noida City”**

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 “ <please add name of engagement/Project“ RFP, 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, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Submission.

Sincerely,

\_\_\_\_\_  
(Signature of the Authorized Person)

*(Board Resolution for the Nomination of Authorised Signatory to be submitted along with this form)*

Name:

Designation:

Contact No:

Email Address: