

NEW DELHI MUNICIPAL COUNCIL



Request for Proposal for Selection of Media Agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC)

New Delhi Municipal Council
Palika Kendra
Sansad Marg
New Delhi-11 00 01
India

Digital RFP No.: NDMC-DigitalMediaAgency-RFP-01-201

DISCLAIMER

This RFP is being issued by the New Delhi Municipal Council (hereunder called "NDMC") for inviting tenders to shortlist qualified Digital Media Agency with proven digital media experience to develop and execute a comprehensive media strategy for NDMC including branding, content strategy, content creation, content moderation and channel management for citizen engagement ecosystem.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability Financial or otherwise under any law, statute, rules, or regulations or otherwise as to the accuracy, reliability, or completeness of the RFP document.

The parties to whom this invitation is extended are not mandated under any agreement, made here, to bid. Responding to this invitation will be their sole commercial decision. Such decision will entail risks, responsibilities and rewards as described in this RFP. It is deemed that a party /institution choosing to respond by way of a bid, in general, is accepting them.

Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The Authority reserves the right not to proceed with the selection process at any stage or to change the process or procedure to be applied in a fair and transparent manner. It also reserves the right to decline to discuss the process further with any party submitting a proposal/Bid. No reimbursement of cost of any type shall be paid to persons, entities submitting a bid/proposal.

NDMC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. NDMC reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidders would be selected based on the criteria mentioned in this RFP. Only the Price Proposal of Qualified Bidders as per RFP terms would be opened. The date of opening of Price Proposal will be communicated to qualified bidders later.

NOTICE INVITING TENDER

- 1.1. NDMC invites **online tenders** as per the "Two Bid" system with technical and financial bids sealed separately from interested parties. The Bidder must be an entity which is Registered as Sole Proprietorship Firm, a Partnership Firm or a Company having registered office in India. NDMC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NDMC. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the site and familiarise themselves with various arrangements and all activities necessary in this regard.
- 1.2. Request for Proposal Document (non-transferable) can be downloaded from the web sites www.ndmc.gov.in and <http://govtprocurement.delhi.gov.in>. Cost of RFP Document (Non-refundable) is Rs.5,000/-. RFP document cost shall be submitted in the form of Demand Draft / Banker Cheque drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of "Secretary, New Delhi Municipal Council" payable at New Delhi.
- 1.3. The bidder shall submit the duly filled up tender documents online **on or before prescribed date and time mentioned in the Tender Schedule** and the same may be opened at as per the scheduled time on the same day in presence of the representatives of the bidding firms who may desire to attend the proceedings in the **Office of Director (Accounts) at 6th Floor, Room No. 6011, Accounts Department, NDMC, Palika Kendra, Parliament Street, New Delhi-110001.**
- 1.4. Addendum/Corrigendum, if any, will be placed on our website only time to time. RFP documents can also be downloaded from the website www.ndmc.gov.in and through e. procurement portal of Govt. of NCT of Delhi <http://govtprocurement.delhi.gov.in>.

1.5. Schedule of Bidding Process for RFP

| | | |
|----|--|--|
| 1. | Sale of Tender Document | Tender document can be downloaded from the Website www.ndmc.gov.in and https://govtprocurement.delhi.gov.in from 10/04/2017 to 24/04/2017 (upto 15.00 hrs.) |
| 2. | Cost of Tender Document (Non-Refundable) | Non-refundable Rs. Five Thousand only (Rs.5000/-) Cost of Tender Document shall be acceptable in the form of Demand Draft / banker's Cheque in favour of Secretary, NDMC." payable at New Delhi (To be delivered physically in the office of Director (Accounts) and acknowledgment thereof to be up-loaded on the e. procurement website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in alongwith Technical Bid). |
| 3 | EMD/Bid Security | Rs. 2,00,000/- lakhs (Rupees Two Lakhs only), in the form of a Demand Draft / Banker's Cheque only in favour of Secretary, NDMC." payable at New Delhi (To be delivered physically in the office of Director (Accounts) and acknowledgment thereof to be up-loaded on the e. procurement website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in alongwith Technical Bid). |
| 4 | Pre-Bid meeting | On <u>18.04.2017</u> at 11:00 hrs at Council Room, 3 rd Floor, NDMC, Palika Kendra ,New Delhi |
| 5 | Last Date of receipt of written queries(if any) by NDMC | 18/04/2017 (till 17:00 hrs), can be e-mailed to: director.accounts@ndmc.gov.in |
| 6. | NDMC's response to queries by | 19/04/2017 |
| 7 | Last Date and Time for submission of Bids (Bids should be submitted on or before the Last Date). | 24/04/2017 (till 1600hrs) Both Technical and Financial Bids to be submitted separately only through e. procurement portal of Govt. of NCT of Delhi http://govtprocurement.delhi.gov.in |
| 8 | Date & Time of Opening of Technical Bids | 24/04/2017 at 16:30 hrs. |
| 9 | Validity of Bid | Up to 180 days from the last date of submission of tender. |

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In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. "NDMC" or "Authority" means the New Delhi Municipal Council and shall include its authorized successors and assigns at all times.
2. "Bid/Proposal" means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Proposal and Price Proposal along with all other documents forming part and in support thereof as specified in this RFP.
3. "Bidder" means Digital Media Agency responding to the RFP.
4. "Earnest Money Deposit (EMD)" means Security furnished by the Bidder alongwith the Bid.
5. "Bid Process" means the process of selection of the Successful Bidder through competitive bidding and includes submission of Proposals, scrutiny and evaluation of such Bids as set forth in the RFP.
6. "Deadline for Submission of Bids/ Proposal" or "Proposal Due Date/Bid Due Date" shall mean the last date and time for receipt of Bids as set forth in 'Invitation for Proposal' of this RFP or such other date / time as may be decided by NDMC in its sole discretion and notified by dissemination of requisite information.
8. NDMC Digital Media Project or "Project" refers to the design, development, implementation, operation, maintenance and management of unified citizen engagement mechanism on all mentioned channels.
9. "Agreement" means the legal agreement including, without limitation, any and all Appendix thereto, which will be entered into between NDMC and the Successful Bidder for branding, content strategy, content creation, content moderation and channel management for citizen engagement ecosystem. The Draft Contract Agreement is specified in Appendix-5 of this RFP. The terms of this RFP, along with any subsequent amendments at any stage, shall become part of this Agreement.
10. "Selected Bidder" shall mean the Bidder who has emerged as preferred bidder in terms of this RFP and has been issued the Letter of Acceptance (LoA) by NDMC and awarded the work under this RFP.

11. "Letter of Acceptance" or "LOA" means the letter issued by NDMC to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
12. "Earnest Money" shall mean the Demand Draft furnished by the successful Bidder as EMD/Bid Security to be retained by the NDMC for punctual and due performance of its duties by the Agency as per terms and conditions of this RFP and to be adjusted against the Security Deposit/Performance Security.
13. "RFP" or "Tender" shall mean this RFP document which comprises of the following sections: Disclaimer, Instructions to Bidders, Scope of Services, Draft Contract Agreement, Service Level Agreement, Forms of Bid which include any applicable Appendix.
14. Technical Proposal Evaluation Criteria shall have a meaning specified in clause 6.2 of this RFP.
15. Citizen Engagement implies the involvement of citizens in a wide range of policymaking activities, including the determination of levels of service, budget priorities, and the acceptability of physical construction projects in order to orient government programs toward community needs, build public support, and encourage a sense of cohesiveness within neighbourhoods.
16. Key Personnel means the members assigned to this project who will implement the project and form the core team. Certain experienced, professional members who are essential for successful accomplishment of the work to be performed under this contract. The resumes of these personnel will be submitted for evaluation of the proposal and such personnel shall not be removed from the contract work or replaced without compliance by the Agency.
- 17. Two Stage Bid/Two Bid System** means the EMD Proof along with Technical Bids and the Financial Bid are submitted separately online only and their evaluation is sequential.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

1.0 VISION FOR CITIZEN ENGAGEMENT ECO SYSTEM

Need for Citizen Engagement

The need for Citizen Engagement arises for sound public sector management, accountability, exchange and free flow of information and a legitimate framework for development.

1.1 NDMC Vision

NDMC has a unique vision to empower residents and visitors of New Delhi city to look at a new paradigm of citizen engagement. A unified platform for citizen engagement in governance, has been conceptualized, as a medium for information dissemination, consultation, exchange ideas/ suggestions, collaboration. The project is expected to gain momentum under the 'Smart Cities' and 'Digital India' initiative from Government of India. NDMC wishes to transform it's area into a digitally empowered society and knowledge economy. The project will also be supplemented by Social Media platforms: Facebook, Twitter, WhatsApp and YouTube riding on the popularity of social media and increased digital penetration. It aligns with the citizen communication initiatives ("Information for All") of 'Digital India'. It aims to simplify the life for all residents of the city by addressing common issues. NDMC shall pro-actively engage through social media and web based platforms to inform and interact with citizens. A platform for citizen engagement in governance, has been conceptualized, as a medium to exchange ideas/ suggestions with Government. The aim of the project is to focus on improving the citizen experience when interacting with the New Delhi Municipal Council (NDMC) — specifically, help drive meaningful citizen engagements through increased adoption of the omni channel digital platform. It will facilitate two-way communication between citizens and NDMC to achieve better and inclusive governance.

2. SCOPE OF WORK

2.1 Brief Outline of Scope of Work

The scope of work for the Agency would comprise Social Media Management for NDMC on turnkey basis for an initial period of 5 (Five) years, which is extendable on year to year basis at the sole discretion of the NDMC on satisfactory performance of the Agency.

. The Scope of Work will include, but not limited to following activities.

2.1.1 Strategy Formulation: -

The Agency to formulate a result oriented comprehensive social media promotion strategy for NDMC, for which successful bidder will prepare strategy on quarterly basis, which will be approved by NDMC for execution.

2.1.2 Creation and maintenance of social Media Platforms for NDMC: -

- i. The agency shall create and subsequently maintain the official Facebook Page, Twitter Profile, You Tube channel, Google Plus, Linkdin and Instagram including any other social media platform during the course of contract and hence set up a complete social media networking management system for NDMC and manage the same by deploying at least numbers of person with required qualifications and skill sets.
- ii. The agency would develop and upload on various social media platforms, creative content or adapt the already available creatives. The content includes but not limited to banners, videos, infographics, graphics, cartoons, animation etc.
- iii. The activities listed under this sub-section will have to be executed on daily basis.

2.1.3 Dissemination of message through social Media outlets of NDMC: -

- i. The agency would be responsible for enhancing the reach of message and other schemes of NDMC on various social media platforms through paid and non-paid media so that the content would reach to the last mile on internet domain in real time basis.
- ii. The content will be drafted in two languages (English and Hindi).
- iii. Regularly upload posts on chosen social media platforms.
- iv. Regularly post original blog/articles related to NDMC.
- v. While creating content, platform limitations should be given due care (e.g., 140-character limitation on Twitter.)

- vi. Compilation and coordination of news, events and community involvement postings within social media.
- vii. Select and upload images that increase curiosity amongst people.
- viii. Design creative piece in accordance with campaigns and adapt them to platforms.
- ix. Curate topics on relevant Hash (#) tags on digital platforms.
- x. All activities listed under this sub-section are continuous activities and will be executed at the intimation of NDMC from time to time.

2.1.4. Influencer Marketing

- i. Use influencers from society/social media and invite them to be endorsers.
- ii. Maintain a rapport with digitally influential people having large follower base.
- iii. Target influencers for building up a positive mind-set amongst policy/decision makers.

2.1.5 Viral Promotion on Internet

The agency must formulate and operationalise viral projects for NDMC that will provide maximum brand impact in minimal time. For this purpose, the agency must create effective viral messages, designs/creatives for social media sites, internet/You Tube.

2.1.6 Media Buying

All paid media, i.e., all promotions through AdWords, SMO, Facebook, online digital ads, website ads and banner ads or be it any other similar digital ads, the cost for the same shall be borne by NDMC.

2.1.7 Response Management: -

- i. The agency shall provide accurate, complete, polite and prompt feedback mechanism to user via Social media platforms. The agency shall gather inputs from users and respond back to his service request. User interaction would initially be done in Hindi and English only to be extended to other languages subsequently on need based basis.
- ii. The agency would also moderate the sites to avoid spam, advertisements and inappropriate content.
- iii. The agency is expected to track on social media networks for key words related to business in particular, ad respond to them in a big way to initiate positive conversations on social media sites.

2.1.8 Monitoring and Reporting

- i. Tracking conversations, links and blogs about NDMC, issues relating to electricity, municipal housing, welfare, medical services, public health, education etc.
- ii. Tracking sentiments-Positive, Neutral or Negative.
- iii. Use effective third party tracking tools to track the progress of each network.
- iv. Reporting any discrepancy in sentiments.
- v. Channelizing and drafting a plan to work out and neutralise negative sentiments.
- vi. Submit effectiveness analysis reports to NDMC on a weekly and monthly basis, as required.
- vii. The agency would employ requisite analytical and software tools.
- viii. The agency must integrate social media with official portal (web based) and vice-versa.
- ix. The agency shall ensure that the content and activities on social media platforms do not restrict accessibility of the platform on various mobile devices and different browsers.
- x. The agency must make all electronic content (text, photo, video or otherwise) as copyright of NDMC, wherever applicable; and monitor and report unauthorised use. The responsibility includes but is not limited to the following activities: -
 - i. Content sanitization, formatting and uploading.
 - ii. Use of SEO friendly clean permalink structure.
 - iii. Tagging and categorization of posts and articles.
 - iv. Feedback mechanism to accept and display hierarchical user comments.
 - v. Develop and update the FAQ bank based on user feedback.

2.1.9 Warning System

The agency will be expected to employ an Early Warning System as part of software being used for Social Media, which will monitor various platforms and detect abnormalities, segregate activities into problematic and non- problematic based on various keywords and give an informed forecast. Based on above forecasting and signalling, incidences should be highlighted, which may have a negative impact on NDMC.

2.1.10 Archival Set Up

Agency would be responsible for storage of content and date by means of online/offline archival support. The archived content should be available for at least 180 days to be made available to NDMC at short notice.

2.1.11 Other activities but not limited to

- i. Manage and act on all related opportunities.
- ii. Distributing press releases, media announcements to online media.
- iii. Conducting personal follow up outreach via e-mail.
- iv. Utilizing social media tools to support day to day image building efforts.
- v. Mean and methods of social media audit.
- vi. One professional, with necessary experience of Digital Media management in the field of digital marketing to act as representative of agency, to be available all the times at designated office of NDMC. This professional to carry his own laptop/pc.

2.1.12 Successful Agency should arrange their own Laptop/Computers/internet, software etc., NDMC shall only Provide space, furniture and electricity for operations.

2.1.13 Deployment of Qualified and Trained Manpower on regular basis for NDMC.

- One Social Media Handler and One Community Manager would be present at the premises of NDMC.

-One Project Manager, who would head the complete digital media campaign from the agency premises.

Following is the required qualification and experience for the required personnel for the digital campaign.

| Designation | Number of Personnel | Qualification | Experience |
|----------------------|---------------------|---|---|
| Project Manager | 1 | BE/B. Tech/MBA (Should be fluent in English with good grammatical knowledge) | Total experience of 5 years of which at least 2 years in social media. |
| Community Manager | 1 | Any Graduate (Should be fluent in English with good grammatical knowledge) | Total experience 4 years of which at least 2 years should be in social media. |
| Social Media Handler | 1 | Graduate with Diploma in Web Designing | Total experience 4 years of which at least 2 years should be in social media. |

Note: Curriculum Vitae of the Team Members (Key Personnel) as above should be given in Appendix-I Form -1.10 of the RFP.

2.2 DETAILED OVERVIEW OF SCOPE OF WORK.

The scope is specified below. It is to be noted that the roles & responsibility of Media Agency will be inclusive but not limited to the following. The Media Agency will be required to carry out all activities and perform roles & responsibility to meet the objective of the Citizen Engagement. The agency shall be required to utilize back end infrastructure like production facility/recording studio/etc. along with back end experts like music composer/singer/speaker, etc.

2.2.1 Branding, content strategy, content creation, content moderation and channel management for NDMC Digital Media Project

Branding, content strategy, content creation, content moderation and channel management for citizen engagement ecosystem comprising following NDMC channels:

| | |
|-----------------------------|---|
| Website/Portal | Content Creation, Content Response, Content Moderation, SMS/Email Campaign Management |
| Facebook | Content Creation, Content Response, Content Moderation |
| Twitter | Content Creation, Content Response, Content Moderation |
| YouTube | Content Creation, Content Response, Content Moderation |
| WhatsApp | Content Creation |
| Mobile App | Content Creation, Content Response, Content Moderation, SMS/Email Campaign Management |
| IVRS for call Center | Content Creation |

Content Creation will require creation of content in following forms:

- Text/Blogs
- Images/Photos
- Videos/Digital films
- Podcasts/Audio
- Infographics

- Jingles
- Posters/Flyers
- Short films/documentaries
- Training films

Digital media vendor is expected to interlock with NDMC and NDMC sister concerns and take inputs in any format such as print and digital.

The above-mentioned services list is indicative and NDMC may add/ remove any service to the above list in future in consultation with the successful bidder. NDMC may add any other social media channel at no additional cost to the above list.

2.2.2 KEY ENGAGEMENT CHANNELS

There are multiple channels to cater to varying demography and different service needs of the citizens. All these channels must have "single source of truth" & should have uniform fulfillment processes. These channels would also cover citizen's services rendered from NDMC and its processes. The communication around obtaining services through these processes (Eg: How do I) shall also be made available by Digital media agency and could be used for any channel as per the need. The idea is to integrate the various channels in order to make a comprehensive strategy for an integrated communication. This recognizes various channels for engagement and combines them to provide clarity, consistency, and maximum communication impact. The main channels identified are:

2.2.3 NDMC Social Media

Social media plays a critical role in citizen engagement, mainly by connecting everyday citizens with government and making communication more open and transparent. The ever-increasing use of social media has made it necessary for NDMC to better the communication on different social channels to ensure that the information is disseminated and it reaches out to the target audiences.

The Media Agency would help in developing a comprehensive social media strategy on social media including but not limiting to on Twitter, Facebook, WhatsApp etc. The social media plan may involve development of creative in the form of images, infographics, short films, posts, blogs, etc. Indicative list of activities for Twitter and Facebook, however final list of activities shall be designed based on the requirement of NDMC on selected social media platforms. This allows NDMC to move from managing

documents to managing digital information that can be shared, secured, and presented in a way that's most serviceable to the citizens. Indicative list of activities for Facebook, Twitter and YouTube are listed as under for reference, however final list of activities shall be designed based on the requirement of NDMC on selected social media platforms.

Facebook

Featured Facebook pages (E.g. NDMC) existing or to be created are to be maintained wherein all audio visual media, interviews, digital films etc. may be posted.

Twitter

Featured twitter accounts (E.g. NDMC) existing or to be created to be maintained. New tasks/ contests/ discussions/ groups/ rewards may be tweeted about on a daily basis.

WhatsApp

The WhatsApp is assumed to be used as an information dissemination medium to make citizens aware about important ongoing/upcoming activities. Community groups to be created for this purpose.

YouTube

A Channel on You Tube existing or to be created where all visual media, digital films/animated films etc. may be posted. Pre-roll ads may be created and posted on most watched or popular videos to increase branding and promotion on a daily basis.

Web portal

NDMC has a public portal. The content around all these features will be the responsibility of the 'Digital Media partner'. The content can be in the form of text, audio, infographics, short video, podcasts etc. The envisaged features are:

1. User Management: It is expected that the portal would have a registration mechanism for users/ citizens in order to give a personalized experience.
2. Do: where citizens can do various tasks like "Design a logo" for an upcoming competition etc. The portal should be compatible with various media forms like image, video, documents etc.
3. Discuss: where citizens can give their opinion on ongoing discussions/ threads.
4. Poll: where citizens can vote for a particular idea/topic
5. Talk: where citizens can submit their idea for next community hall meeting etc.
6. Blog: where citizens can submit their views on NDMC in general.

7. Trending: This section would give a series of trending topics on the portal
8. Dashboards: Community dashboards to be displayed.
9. Groups: Grouping of ongoing threads by similar nature to make groups.

Other content to be produced is:

- **Digital Films:** Short promotional digital films can be extremely effectual for raising awareness, informing and educating the citizens about various activities/schemes/procedures on NDMC or other platforms. Key messages from various NDMC departments must be taken and content in terms of print/audio/videos/images must be made by the digital media partner. This content would then be used on the portal for downloading, sharing, or at various other avenues like Municipal schools, Health Centers, Mobile Vans, Markets, Colonies. It should be a form of Digital storytelling with NDMC as a backdrop. These videos could be related to health, sanitation, water usage, or various key messages to be conveyed from other departments of NDMC. The digital media agency will be responsible for conceptualizing, creating and producing the films under this engagement. All videos shall be freshly shot for this engagement. All graphics/animations/images to be used should be developed or bought under applicable laws for the end consumption for NDMC.
- **Merchandise:** The digital media agency will be responsible for suggesting creative and attractive merchandise tailored for different audiences, collaterals as rewards for contests etc. Also, the type and look of the collaterals especially the low-cost items such as pens, mugs, booklets, notepad etc. be changed regularly to maintain interest and pride of ownership in such items.
- **Gamification:** Some tasks could be assigned certain credit hours and well-defined timelines for execution by the citizens. These could be individual tasks or group tasks. Successful accomplishment of each task will lead to Awards/Prizes/Suitable incentives for citizens based on the Department's task definition. The submitted tasks would be subjected to Public Review/Group Members (Social Audit) as well as moderation and acceptance of ideas / tasks by NDMC Departments. Various stages of tasks could be captured.
- **Discussion Forum:** Each discussion forum can have multiple discussion threads to focus on different dimensions of a larger issue. The interface will be made by the IT Vendor partner for the mentioned components. The content creation/moderation/management is the role of digital media partner.
The content development done can also be utilized for NDMC website(s) and other channels (Eg: Jingles/Audio/Podcasts could be used for Radio)

Mobile app

1. The selected agency will be responsible for creating content for existing or new mobile Application.
2. Personalized notifications for registered users need to be created to ensure involvement of citizen's from time to time.
3. Bulk SMS may be sent out regularly to inform or update people regarding existing and upcoming activities on the portal and important events. The digital media agency will be responsible for identifying the event on which bulk SMS is required to be sent out. Further the agency will be responsible for creating content of SMS and coordinate for the successful dissemination of SMSs through NDMC SMS Gateway.
4. The digital media agency will be responsible for creating jingle ring tones and phone/desktop/laptop screensavers for download from NDMC portal and i Mobile Application

Call Center

The selected agency will be responsible for conceptualizing, creating and producing the content and flow for IVRS under this engagement.

2.2.4 Physical Touchpoints

While digitization is important aspect, to reach to every strata of the society physical touch points also play a very crucial role. By focusing on physical touch points NDMC want to target citizens with restricted digital understanding but at the same time these touchpoints need to be empowered through necessary digitization ensuring consistent experience for citizens across physical and digital touchpoints. Following touchpoints have been considered:

Citizen Facilitation Centre (CFC)

The objectives of CFC is to facilitate single point / single visit solution, to speed-up processing, to eliminate bureaucracy, to bring transparency, to bring accountability. The selected agency will be responsible for conceptualizing, creating and producing the content for Kiosks under this engagement. The Digital Media Agency will also help the conceptualization and design of panels & posters in CFCS or at any other locations-Mobile or Static.

Mobile Vans

The concept of mobile Vans is to cater to increased area Slums etc. This Van can be equipped with Public Address System. It visits the Slums Markets & Colonies for various purposes like tax collection, public awareness, Sanitation etc. The selected agency will be required to conceptualize and develop creative for print medium or digital films.

Print media/ Audio/ Digital Films will be used with Mobile vans equipped with tablets and PC. Print medium would provide readers the opportunity to study/browse articles and look at images. The medium will be widely circulated via Mobile vans and provides long term durability and hence has a longer life span. This medium is also very useful to reach specific audience, geographically spread. The selected agency will be required to conceptualize and develop creative for print medium.

2.3 RESPONSIBILITIES OF DIGITAL MEDIA AGENCY

2.3.1 NDMC Branding & Promotion

For building NDMC's unified citizen engagement platform and NDMC as a brand, Digital media agency should first define a branding strategy for New Delhi Municipal Council comprising of brand strategy covering traditional media, digital media, and other channels.

The Brand strategy is expected to cover:

- Promoting NDMC by enhancing the city's reputation as a great place to live and work and as destination to explore, by attracting customers, visitors and residents, encouraging investment from business and other levels of government
- Creation & branding of the platform . Generate buzz about NDMC and its projects and inform citizens over the status/progress of such projects.
- Awareness creation through information dissemination in terms of Governance Schemes/Policies/Services amongst citizens. Populating, publishing and updating the content as and when required on 24X7 basis. The frequency of information will be on a continuous and daily basis.
- Awareness creation about NDMC & its components amongst Citizens
- To increase public participation in governance, the agency should be able to develop interesting and innovative content, campaigns, in order to have proper communication strategy for various platforms to enhance the reach of content in real time basis and to increase engagement from the citizens.

The brand strategy to also include a comprehensive action plan to disseminate information about the NDMC its components, enhance visibility of various modules and inform citizens regarding updates on various platforms. To finalize the Brand strategy and action plan, Digital media agency to conduct necessary workshops with NDMC key stakeholders for their agreement. Public Relations plan to be a part of the overall strategy plan. Digital Media agency will undertake the conceptualization of branding & promotion activities and further implement the approved activities for NDMC. Until the Brand strategy and action plan is finalized, Digital media agency is expected to work on local instructions from NDMC.

2.3.2 Content Management

NDMC envisages digital services to be additionally delivered by them apart from existing website, mobile application and physical touchpoints.

Below are the key constituents comprising the overall content management for the project:

2.3.2.1 Content Strategy

Content strategy delves deeper into the creation, publication, and governance of useful, usable content. It allows to align content with agile processes. There are four key areas—iteration, product, people, and communication—where designers and developers can find common ground with their content counterparts and usher them into to an agile world. The open and collaborative approach of modern agile development is a framework within which content work can refine itself, test, and learn.

In order to appeal to the masses, it is proposed that the content will be designed to cater to the entire spectrum of audiences in multiple languages- English, Hindi. From the literate to the illiterate, from the technology-savvy to the technologically-challenged, from the well-to-do to the not-so-well-off, from the urban to the rural populations and from the young to the aged, all will be served with this platform. It will present information in various means to the public and will aim to satisfy most of their information needs. Pertinent information will be made available in a manner that can be understood by the layman. The content strategy to also include a communication plan as well as channel content optimization plan.

Communication Matrix

The Agency is expected to create a formalized communication plan as part of content strategy for NDMC and deliver it on agreed timelines. To finalize the Communication matrix and further plan, Digital media agency to conduct workshops with NDMC HODs for their agreement.

Channel Content Optimization

The information to be published over all channels needs to be collected from the various departments of NDMC by Digital Media Partner. For content upload, a priority based approval mechanism to be followed. This priority can be arrived at as per impacted population, urgency and degree of impact. The priority would decide the channel for publishing of the content, whether it is portal, FB, Twitter, WhatsApp etc. While the Content Management System is available for production use, manual approvals will be required for priority setting and publishing.

2.3.2.2 Content Creation

The Digital Media Agency would be responsible for creation & publishing the content on all Citizen Engagement platforms. To best serve the citizens of New Delhi, the Digital Media Agency will support the content creation, content moderation and content publishing. The agency would be required to advise NDMC on apt communication strategy including media/content options and formats for various campaigns. The agency will also help NDMC conceptualize and conduct workshops, events, launches and workshops.

- The Digital Media agency will be responsible for conceptualizing and developing content in different formats like text, info graphics, dashboards, jingles, short films/documentaries, training films, audio visual material in any other formats as per requirement.
- The Digital Media agency will be responsible for conceptualizing creative design attractive merchandise for different audiences as per NDMC's requirement.
- The Digital Media Agency will also help the conceptualization and design material for outdoor activities like hoardings, bus shelters, panels & posters, PTUs illuminated signage, wall paintings, display panels, other exhibition materials etc.
- The Digital Media agency will be responsible for providing live webcasting on web portal/specified channels for important events & functions.
- The agency should be able to prepare content for the following types, including but not limited to:

| Type | Definition | Methods |
|----------|---|--|
| Debate | These methods are dialogue based and might be used in citizen relationship management | <ul style="list-style-type: none"> • Online Forums • Blogging |
| Decide | These methods are decision orientated and might be used for policy making | <ul style="list-style-type: none"> • ePetitions • eParticipatory Budgeting • Online Consultation • ePanels • Ranking • Online Survey • Open Contest • Crowdcasting |
| Discover | These methods are for exploration and might be used for new service development | <ul style="list-style-type: none"> • Idea Sourcing • Debate or argument visualization • Electronic Poll • Online Quizzes • Opinion Sourcing • Content Hosting |
| Do | These methods are action orientated and might be used for corporate social responsibility | <ul style="list-style-type: none"> • Social Reporting • Online Pledges • Live Co-Creation |
| | | |

Note: The content for all the above formats are required to be made in multiple languages (English and Hindi) as per the requirement of NDMC.

Towards this objective, the Digital Media Agency will be required to depute the manpower, experienced in moderating workshops, contests, analyzing discussion threads on similar threads and creating a summary for NDMC. It would also be responsible for the operations such as coordinating with the concerned authorities for creating groups/ discussions/ polls/contests. It is also expected that it would generate weekly and monthly reports on the discussions/opinions on the NDMC. These reports would provide insights to NDMC on the activities happening on the citizen engagement portals, analysis of trends and identification of actionable. It would create the protocols and policies for the platforms along with processes in collaboration with NDMC. Proper approvals and signoffs from NDMC authorities for all media plans, strategies, and content produced to be taken.

2.3.2.3 Content Moderation

User generated content Moderation Types

- User Generated Content, or UGC, is a valuable resource of all social driven organizations, especially government organizations. The content is often manifested through visitor/reader comments, citizen reviews, different image uploads and videos.
- The agency should be responsible for online reputation management and social listening. The agency should respond to the negative articles/news related to NDMC and other sister concerns of NDMC after consultation with NDMC..

Recommended Approach for Content Moderation for NDMC

- The UGC would be generated from various sources such as: Mobiles, Computers, cameras, web cams, existing web content
- The recommended approach is that 80% of the moderation should be done using machine filters, 10% moderation to be handled via community moderation and rest 10 % to be done by human intervention (post moderation technique)
- The community moderation would have features like: 'report abuse' for bad comments, 'like' for good comments, 'reply' to reply to specific comment. The content around these features will be the responsibility of the digital media agency.
- Agency performing the scope as per RFP will strive to build the reputation of NDMC and will do the needful to ensure that the same is not spoiled.

2.3.2.4 Policy & Initiative Outreach

The main content which is to be pushed at various social media networks has to be uploaded and pushed to the respective social media platforms and also on NDMC Website and Mobile App.

Success of the Citizen Engagement Portals would depend upon the active participation of citizens. Digital Media Agency would be responsible for suggesting and creating various outreach and citizen centric engagement activities such as:

- Creating focused outreach programs for Citizens/Hospitals/Schools/Group/ community tasks/Volunteer work
- Push content to relevant/concerned forums outside the said channels
- Coordinate with authorities/ departments for dissemination of information/ service delivery
- Facilitate and assist in the collaboration and partnered event/contest hosting
- The vendor should work closely with the NDMC to prepare promotional collateral of the platforms such as blogs, newsletters among others.

The selected agency will be required to optimize the content of NDMC Website/Mobile App./Social Media Platforms to better suit the requirements of users. Further, the agency will be required to write articles to be posted on the NDMC Website/Social Media Platforms to increase its ranking on various search engines. Further it is imperative to mention here that this will be an ongoing activity throughout the duration of the engagement and specific need based articles, contents to improve the ranking shall also be part of this scope of activity which helps driving traffic to various NDMC platforms. This will be the responsibility of Digital Media Agency.

Content Repository

The agency should have a knowledge repository for case studies of Citizen/User Engagement, Success stories of tasks, Outcome of Discussion groups, Profile of Contests & potential benefits, Summary of various citizen engagements, lessons learnt, Terms of Reference, legal documents, guidelines, frameworks for Citizen Engagement. It should manage a repository of digital assets such as images, videos, documents and dynamic media.

The Agency will collect data across all digital touch-points to aggregate into a report(s) that ensures all creative and media communications are working properly, contracts are being honored and problems/opportunities are followed up on. The report will be presented to NDMC on a periodic basis and shared with other stakeholders as requested by NDMC.

2.3.2.5 Public Relations

The agency should carry out consultation workshops for stakeholder segments/ focus groups like: Market Trader Associations (MTAs), Resident Welfare Associations (RWAs), Slum Dwellers, Doctors, Teachers, Various Social, Professional Groups, Artists etc. The agency to conduct these workshops and do the activities including, but not limited to:

- Share Smart City Mission
- Get ideas and proposals from thought leaders and document them
- Get recommendations of projects and identify issues

- Analyze discussion threads and create a summary for NDMC
- Amend the action plan as per the summary report

The agency will carry out regular workshops on a periodic basis in order to do on-ground citizen engagement.

2.3.2.6 Channel Management

The mentioned channels need to be monitored and updated as per agreed action plan. The message across channels needs to be consistent and the communication should be integrated. All content should be multilingual in nature with appropriate hashtags.

The agency should utilize the features of various social media channels e.g. for Facebook live Video publishing tool capability, filming, stitching and editing techniques, 360 Facebook, mentions, rights manager, social plugins, etc.; for Twitter contact management, rights manager, social plugins, etc. The agency should also utilize content around event management includes participation forms, polls, surveys, voting & results, actionable posts/articles, Facebook Mentions, go live, share everywhere, talk with citizens, optimized content for target Audience, smart publishing. The agency will post on important ongoing/upcoming activities to be posted for selected channels almost on daily basis.

For all other channels, content to be updated as per the agreed action plan and to make it relevant, up to date and engaging. Cross channel endorsements to be made in order to optimize content and improve engagement over various channels. Until the Communication plan is finalized, Digital media agency is expected to work on local instructions from NDMC.

For feedback management from citizens, Digital media agency is expected to work with the Complaint Management team of NDMC to provide feedback/comments/appropriate reply on incoming negative sentiments from citizens.

2.3.2.7. Advertisements

The Bidder shall implement online Advertisement Strategy on Social Media Website, Google AdWords, NDMC Website/App and other important Websites. The Bidder shall design and deploy PPC Ads (**pay-per-click**) to targeted Audience as per the requirements/campaign. The Bidder shall manage Facebook Ads, Google AdWords and You Tube Ads.

The Bidder shall share 33% (Thirty three Percent) of the revenue generated through various advertisements, Flayers, Banners on NDMC Website, Mobile App, Face Book Page, You-Tube Channel. This revenue sharing arrangements shall be reviewed on yearly basis.

The contents of the advertisement, frequencies and the size shall be decided by the designated officer of the NDMC.

It shall be the responsibility of the Bidder to ensure that the Advertisements does not violate any Law/Legal Provisions of Govt. of India & Govt. of NCT of Delhi or any other statutory authorities.

2.3.2.8 NDMC shall make available materials and collaterals like Videos, Print Advertising, Films, Jingles, Posters, Banners to the Successful Bidder for the purpose of leveraging the contents on Social Media. The Bidder shall be re-imbursed the cost of providing/creating Images/Photos/Videos/Audio/Digital Films, Jingles, Posters, Flayers, Short/Documentary/Training Films and Podcates/ infographics at DAVP Rates.

3. GENERAL

3.1 INTRODUCTION TO THIS BID PROPOSAL

New Delhi Municipal Council invites proposals through this RFP. The Technical and Financial Bids along with EMD & Bid Fee/Tender Cost deposit acknowledgement of the authorised person of NDMC is to be up-loaded on the website <http://govtprocurement.delhi.gov.in> with signatures of the authorised person of the Agency.

3.2 BID AVAILABILITY & VALIDITY

Bid documents can be downloaded from the web site www.ndmc.gov.in and <http://govtprocurement.delhi.gov.in> to the date and time mentioned in the Online RFP Notice "**NDMC-DigitalMediaAgency-RFP-01-2017**".

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Due Date/Bid Submission Date (the "Proposal Validity Period"). If required, Authority may request the bidder to have it extended for a further period.

3.3 GOVERNING LAW AND JURISDICTION

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi/New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

3.4 AUTHORITY'S RIGHT TO ACCEPT AND REJECT ANY PROPOSALS OR ALL PROPOSALS

- a) NDMC reserves the right to accept or reject any Proposal and annul the bidding process/ Proposal Evaluation Process and reject any/all Proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for Authority's action.
- b) Without prejudice to the generality of Clause (a), the NDMC reserves the right to reject any Proposal/Bid if:
 - 1) at any time, a material misrepresentation is made or discovered, or
 - 2) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - 3) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - 4) Bidder submitted conditional Proposal/Bid.
- c) If such disqualification/ rejection occurs after the Proposals have been opened and the Selected Bidder as per award criteria gets disqualified/ rejected, then the NDMC reserves the right to consider the next best Preferred Bidder, or take any other measure as may be fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.5 EARNEST MONEY DEPOSIT (EMD)

- (a) Earnest Money Deposit (EMD) of amount Rs. 2,00,000 (Rupees Two Lakhs only) should be deposited in the form of Demand Draft of any nationalized / scheduled banks, payable at New Delhi in the favour of the "Secretary, NDMC", copy of acknowledgement of the receipt of the same by the authorized person of NDMC shall be scanned and to be uploaded with other technical documents as mentioned in the tender. Failing to deposit EMD on or before the last date of submission of bids (Tender Due Date) shall lead to non-consideration of bid and its automatic rejection.

It is also mandatory to deposit the physically Demand Draft / banker's Cheque as the EMD the address given below:

Office of the Director (Accounts), Accounts Department, NDMC, Room No. 6011, 6th Floor, New Delhi Municipal Council, Palika Kendra, New Delhi – 110001.

- (b) Any bid not accompanied with valid acknowledgement of Earnest Money Deposit of the prescribed amount, form and validity period will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.
- (c) No interest will be payable by the Authority on the Earnest Money Deposit.
- (d) The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
- (e) The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit in the form of Bank Guarantee in accordance with the provisions of the RFP.
- (f) The EMD shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
 - 1) If a Bidder submits a non-responsive Proposal;
 - 2) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Clause 9 of this RFP;
 - 3) If a Bidder withdraws its Proposal during the Proposal Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - 4) In the case of Successful Bidder, if it fails within the specified time limit -
 - i to sign and return the duplicate copy of LOA
 - ii to sign the Agreement within the time period specified by the Authority.
 - iii to furnish the Security Deposit along with the signed copy of LOA; or
 - 5) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Security Deposit.

3.6 DUE DILIGENCE

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local conditions and any other matter considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to the Authority, and attending a Pre-Bid meeting.

3.7 ACKNOWLEDGEMENT BY BIDDER

- a) It shall be deemed that by submitting the Bid, the Bidder has:
- 1) made a complete and careful examination of the RFP
 - 2) received all relevant information requested from the Authority;
 - 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority
 - 4) acknowledged that it does not have a Conflict of Interest
 - 5) agreed to be bound by the undertakings provided by it under and in terms hereof.
- b) The Authority shall not be liable for any omission, mistake, or error in respect of or any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.8 COST OF BIDDING

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of the Bid and bidder's participation in the Bid Process, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Authority, will be borne entirely and exclusively by the bidder.

3.9 BID FEE (TENDER COST):

All Bidders must submit non-refundable Bid Fee/Tender Cost of Rs. 5000 (Five Thousand Only) by Demand Draft or Banker's Cheque in favour of the "Secretary, NDMC" payable at New Delhi and acknowledgement of deposit of the same issued by the authorised person of NDMC, should accompany the Bid documents as per the requirements of RFP.

3.10 TERMS OF CONTRACT

- 3.10.1 Selected Bidder shall undertake project on Design-Develop-Maintain-Transfer basis.
- 3.10.2 Selected Bidder shall design, develop, maintain, and transfer the project during the Contract Period of Five (5) years commencing from the date of issue of LOA/Work Order extendable on year to year basis at the sole discretion of the NDMC subject to maximum of 5 (Five) years on satisfactory Performance of the Agency. Provided in the event of earlier termination of the Contract, this period shall be ending with the date of termination of the Contract (the "License Period/Contract Period").
- 3.10.3 The eligible and technically qualified bidder quoting for lowest offer (L1) shall be considered the Selected Bidder as per the terms of this RFP.
- 3.10.4 The payment to the Selected Bidder shall start based on milestones defined in section 3.11 on a quarterly basis.
- 3.10.5 In case of Termination due to Selected Bidder's Event of Default, the Authority shall have right;
- To forfeit the Security Deposit in full.
 - To appoint another Bidder. In such case selected bidder will need to handover to NDMC or appointed agency as per provision of the RFP.
- 3.10.6 Performance and fulfilment of its roles & responsibilities and obligations as per the provisions specified in RFP and Addenda & Corrigenda if any.
- 3.10.7 **Termination / Withdrawal:** NDMC reserves the right to withdraw/ terminate the agency of applicant in any of following circumstances:
- Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant organization
 - Information provided to NDMC is found to be incorrect;
 - Performance of Services or not fulfilment of Milestones are not met within the specified time period; -
- Misleading claims about the agency are made;
- Clear evidence is received that agency has breached copyright laws/ plagiarized from another source;
- 3.10.8 If the agency does not execute the contract to the satisfaction of the NDMC then the NDMC may invoke any or all of the following clauses.
- Forfeit the Security Deposit Amount
 - Terminate the contract without any liability of NDMC towards the agency.

- 3.10.9 **Intellectual Property Rights:** NDMC shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this engagement. All intellectual property rights in the content whether in tangible or intangible form shall belong to NDMC and the selected agency has no right to assign, license, sell, or use any content conceptualized, created and implemented under this engagement and/or accompanying Agreement to any third party under any circumstances. All the content conceptualized, created, and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of NDMC. The selected agency shall take all such appropriate legal actions to safeguard violation of NDMC's intellectual property rights, if any.
- 3.10.10 The bidder should arrange their own Laptops/Computers, software etc. NDMC would provide only space, electricity and connectivity for operations. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of NDMC's Information does and will comply with all applicable NDMC's privacy and data protection laws, as well as all other applicable regulations and directives.
- 3.10.11 The content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc.
- 3.10.13 The selection/contract shall be initially for Five (5) years commencing from the date of issue of LOA/Work Order, which is extendable on year to year basis at the sole discretion of the NDMC subject to satisfactory performance of the Agency.
- 3.10.13 The team to be deployed for carrying out this project must be familiar with common open source Content Management System and well versed with Content Management System usage.
- 3.10.14 **Indemnification:** Digital Media Agency (the "Indemnifying Party") at its expense and to the maximum extent permitted by law, undertakes to indemnify, defend and hold harmless NDMC (the "Indemnified Party") from and against all losses, liabilities, costs, damages and expenses and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Party, attributable to the Indemnifying Party's or its representative's negligence or willful default, including but not limited to, mismanagement of the brand NDMC, bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) in performance or non-performance under this Agreement;

provided, however, that Indemnifying Party shall not be obligated to defend, indemnify, or hold the Indemnified Party from and against any such liabilities, costs, losses, damages and expenses to the extent caused solely by any negligent act or omission or intentional wrongdoing of such Indemnified Party. In case of any negligence or willful default by agency, leading to disrepute/ financial obligations/ penalties to NDMC, during the the course of contract or after, the media agency will be held liable.

- 3.10.15 The agency must provide a dedicated team based in New Delhi to service the account of the New Delhi Municipal Council within 15 days from the date of award of contract.
- 3.10.16 The NDMC expects all the Key Personnel specified in the Proposal to be available during the contract period. The Authority (NDMC) will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Agency and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority with an overlap period of minimum 15 days at agency cost.
- 3.10.17 The agency must coordinate between NDMC Departments and sister concerns of NDMC to achieve the objective of Citizen Engagement.
- 3.10.18 **Exit Management:** The exit process would start at the beginning of the last two quarters of Fifth year (i.e. from the date starting from LOA) in case contract is not extended further. At the beginning of the last quarter of the end of the contract period or in the event of termination of contract, the Digital Media Partner is required to provide necessary handholding and transition support, which shall include but not limited to, conducting detailed walkthrough and demos/drills for digital media project services, project documentation, etc., and addressing the queries/clarifications of new digital media partner selected by NDMC.

Digital media partner shall provide support in terms of smooth handing over of its services. At the end of the Contract Period or earlier Termination of Contract due to Digital media partner Event of Default, the Digital media partner shall transfer ownership of all content developed for New Delhi Municipal Council with Sister Concern except its proprietary Software to Authority at no cost to Authority.

During the contract period, the digital media partner shall ensure that all the documentation including policies, procedures, etc. are kept up to date and the same are handed over to NDMC during the Exit management process.

- 3.10.19 The Agency shall depute a person and its staff at NDMC only after the persons is interviewed/screened using any selection procedure by NDMC and/or its any representative(s) and the sanction for the same is given in writing. The Agency would also remove a person from its staff at NDMC if instructed to do so by the NDMC within one month and provide suitable replacement with minimum overlap of 15 days. All persons deputed shall be on the payroll of the Agency's organization.
- 3.10.20 The person deployed for the project at NDMC will take the permission for leave of absence through the Agency from NDMC.
- 3.10.21 In case of personnel deputed at NDMC by the Agency is on a leave of absence,
- then a competent substitute, fully conversant with the processes at NDMC will have to be provided by the Agency.
 - if the substitute is not provided than such leaves will be considered as if a person is not deployed by the bidder and monetary deduction will be made accordingly.
- 3.10.22 The personnel of development team will observe the work-time of 8 hours per day, 6 days per week (Sunday being holiday); but they will have to put in extra time whenever called for by NDMC without any additional charges but the same may be compensated in the form of "off-hours" from the normal working schedule.
- 3.10.23 The leaves of key personnel should not affect the deliverables as per scheduled timelines.
- 3.10.24 In case the minimum team is not deployed within time, penalty will be charged over and above the deductions as specified at the following rate for the respective positions
- 25% of deduction amount as penalty for delay up to one month
 - 50% of the deduction amount as penalty for delay of more than one month up to two months
 - 100% of the deduction amount as penalty for delay of more than two months
- This will be applied even for positions that fall vacant during the contract period and for such period during which resource was not available due to leave of absence and substitute is not provided.
- 3.10.25 The persons deployed by the bidder shall not claim nor shall be entitled to pay, perks, and other facilities admissible to casual, ad-hoc, regular/confirmed employees of NDMC during the contract period or, after expiry of the contract.

- 3.10.26 The Agency's personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, administrative/ organizational matters as all are confidential/secret in nature.
- 3.10.27 The Agency's personnel's working should be polite, cordial, positive and efficient, while handling the assigned work and his/her actions shall promote goodwill and enhance the image of NDMC. The bidder shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 3.10.28 The Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. NDMC shall, in no way, be responsible for settlement of such issues whatsoever.
- 3.10.29 The transportation, food, medical and other statutory requirements in respect of personnel of the service provider shall be the responsibility of the Agency.
- 3.10.30 **Force Majeure:** The bidder shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay is the result of an event of Force Majeure. "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the End customer in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, earthquake, floods, epidemics, quarantine restrictions. The bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and feasible.
- 3.10.31 The Agency must maintain uniformity while uploading of content on the platforms. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms instantly
- 3.10.32 The Agency's Work Order shall be immediately terminated if NDMC finds it responsible for uploading any defamatory, seditious, gender prejudiced or obscene content with notice period of 7 days. NDMC shall terminate the work order if no reply is received from the Agency or the reply received from the Agency is unsatisfactory. The Agency shall promptly remove any content of the aforementioned malicious nature uploaded by a member of the public, and inform NDMC of the same to provide NDMC with the opportunity to prosecute such an individual or group within 4 hours from the receipt of information from NDMC failing which the work order will be terminated

- 3.10.33 During the bidding process or during the contract period, if any bidder is found involved in fraudulent and corrupt practices, NDMC reserves the right to reject the bid or cancel the contract, forfeiting the EMD and security deposit.
- 3.10.34 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi/New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- 3.10.35 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 3.10.36 Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 3.10.37 The selected bidder shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture, or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation, or commitment with respect to any other person or entity.
- 3.10.38 The authority (NDMC), in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

3.11 KPIs (Key Performance Indicators) & SLAs

3.11.1 Timelines & Deliverables:

The following is an indicative list of deliverables and milestones for the agency, assuming that the engagement starts at time T (Signing of LOA/ Issuance of Work Order).

| Milestone # | Deliverables | Timelines | |
|--------------------|---|-----------------|--|
| M1 | NDMC Brand Strategy Document with detailed action plan | T+15 Days | |
| M2 | Content Strategy Document with communication plan and channel optimization plan | T+30 Days | |
| M3 – M60 (Monthly) | Content Management which include content creation, updation, moderation, channel management | Continuous Work | |
| | Updation of Action plan and communication plan based upon inputs from NDMC stakeholder | | |

Monthly Progress Reports/MIS to be submitted every month or as and when desired by NDMC indicating the activities remaining/completed and progress as against the scheduled tasks / activities defined in action plans in brand strategy document and content strategy document.

3.11.2 Key Performance Indicators (KPIs)

| # | Performance Indicator | Below Acceptable Levels | Frequency |
|----|---|-------------------------------|------------------------------------|
| 1. | Average interaction per post on portal | 5% increase month on month | Monthly |
| 2. | Time spent on portal | 2% increase month on month | Monthly |
| 3. | Followers on Social Media | 20,000 | First quarter |
| 4. | Followers on Social Media | 40,000 | Second quarter |
| 5. | Followers on Social Media | 60,000 | Third quarter |
| 6. | Followers on Social Media | 80,000 | At the end of 1 st year |
| 7. | Feedback from field workers for physical channels | 80% field worker satisfaction | Once in two months |

Measurement of KPIs

| No. | Performance Indicator | Measurement Methods |
|---|---|--|
| 1. | Average interaction per post | An increase in interaction means more engagement and further reach. The number of comments on a post |
| 2 | Time spent on site | Average time spent on the site |
| 3 | Followers on social media | Addition of FB fans, twitter followers over the specified frequency |
| 4 | Feedback from field workers for physical channels | Survey for intended purpose of channel to be floated to field workers by NDMC |
| The KPIs are subject to review and revision by NDMC at regular intervals. | | |

3.12.1 Service Level Agreements and Penalty

| S.No. | Description | Baseline | Lower Performance | | Material Breach | | Basis of Measurement | Remarks |
|-------|--|--------------------|-----------------------------|-------------------|--------------------------------------|--------------------|---|--|
| | | | Metric | Deduction | Metric | Deduction | | |
| 1 | Submission of Brand strategy plan | T+ 15 days | Two days after the due date | Rs. 5,000 per day | > 5 days of delay after the due date | Rs. 10,000 per day | Dates for submission of deliverable as agreed | For the purpose of this SLA, submission of deliverable would mean formal Submission and signoff by agency. |
| 2 | Submission of Communication plan | T+ 30 days | Two days after the due date | Rs. 5,000 per day | > 5 days of delay after the due date | Rs. 10,000 per day | Dates for submission of deliverable as agreed | For the purpose of this SLA, submission of deliverable would mean formal Submission and signoff by agency. |
| 3 | Submission of deliverables as per both plans | As per action plan | Two days after the due date | Rs. 5,000 per day | > 5 days of delay after the due date | Rs. 10,000 per day | Dates for submission of deliverable as agreed for each assignment | For the purpose of this SLA, submission of deliverable would mean formal Submission and signoff by agency. |

The SLAs are subject to review and revision by NDMC at regular intervals.

SLA Change Process

The parties may amend this SLA by mutual agreement. Changes can be proposed by either party. The bidder representative may initiate an SLA review at least half yearly which is subject to approval from NDMC.

The bidder representative will maintain and distribute current copies of the SLA document as directed by NDMC. Additional copies of the current SLA will be available at all times to authorized parties.

Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

3.12.2 Penalty

- (a) In case the overall support of the Agency to the NDMC is not found sufficient or satisfactory, the same will also amount to failure and attract a penalty generally up to 10% of the consideration of Contract. The penalty will be proportionate to the time period for which the support is not found to be sufficient or satisfactory.
- (b) In case the Agency fails to deliver service as depicted in the scope of work, penalty will be imposed generally up to 10% of the consideration of contract depending upon the nature of failure or the short-fall.
- (c) In case the bidder fails to be compliant with SLAs and KPIs requirements at regular intervals as mentioned above, penalty will be imposed generally up to 10% of the consideration of contract depending upon the nature of failure or the short-fall.
- (d) The decision of Chairman, NDMC will be final and binding in case of the percentage of penalty to be applied, imposed in all the above cases to the Agency.
- (e) In case of continued failure or short-falls from the established standard, the contract shall be terminated and no payments will be made nor will any damages be paid to the bidder besides forfeiting Security Deposit.

3.12.3 As per CVC guidelines every bidder has to submit the attached signed Integrity Pact format (ANNEXURE -2) with technical bid, without signed Integrity Pact the bid will be rejected.

4. DOCUMENTS AND PRE-BID CONFERENCE

4.1 CLARIFICATION TO RFP DOCUMENTS

- a) The prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email director.accounts@ndmc.gov.in to on or before on 18/04/2017 till 17.00 Hrs.

- b) They should send in their queries on or before the above stated date to enable NDMC to have adequate notice of the said queries so that the same may be addressed at the Pre-Bid Meeting. The Authority shall endeavor to respond to the queries at short span of time prior to Bid/Proposal Due Date. The responses to queries will be up-loaded on the NDMC website www.ndmc.gov.in by the NDMC.

The queries must be submitted in the following format only:

The queries must be submitted in the following format only:

| Request for Clarification | | | |
|--|---|---|--|
| Name and Address of the Organization submitting query | | Name and Position of Person submitting query | Contact Details of the Organization / Authorized Representative |
| | | | Tel: Mobile: Fax: Email: |
| Sr. No | RFP Reference(s) (Section, Page) | Content of RFP requiring clarification | Points of clarification required |
| | | | |
| | | | |

- c) The NDMC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the NDMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the NDMC to respond to any question or to provide any clarification.
- d) The NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to all Bidders. All clarifications and interpretations issued by the NDMC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on the NDMC.

4.2 PRE-BID MEETING

- a) A pre-bid conference to the Bid will be held on /03/2017 at the **Council Room, 3rd Floor, NDMC, Palika Kendra, Sansad Marg, New Delhi- 110001** at **11:00 hrs**. Bidders shall bear their own cost of attending any pre-bid conference.
- b) During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The NDMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.

- c) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

4.3 AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the Proposal/Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum. The same will form the part of the original bid documents and shall override any contradicting effects in the original bid papers.
- b) Any Addendum/Corrigendum issued hereunder will be made available on the NDMC Website www.ndmc.gov.in and Delhi Government Website <http://govtprocurement.delhi.gov.in>

5. PREPARATION AND SUBMISSION OF PROPOSALS

5.1 LANGUAGE OF PROPOSAL

The proposals prepared by the bidder shall be in the English language. The related correspondence and supporting documents in language other than English/Hindi must have its English translation (which is to be duly attested by the bidder). For purposes of interpretation and evaluation of the Proposal, the English translation shall govern.

5.2 PROPOSAL CURRENCY

Prices shall be expressed in Indian Rupees only.

INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA

5.3 SCOPE OF TENDER

NDMC invites bids to this Tender Documents from eligible registered firms (Consortium and JV not allowed) as per the scope of work defined in this RFP (Tender document). Tender document means this Tender document, Contract Agreement, supporting annexures / appendices / formats etc., any addenda/ corrigendum to this Tender Document and all other such documents.

5.4 ONLINE PROPOSAL/ BID SUBMISSION

5.4.1 The bidder is responsible for registration of the e-procurement portal (www.govtprocurement.delhi.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

5.4.2 The mode of tender is online and shall be two bid/stage system:

a. Technical bid

b. Financial Bid

The bidder has to technically qualify in terms of the /Basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. Further to qualify technically, the bidder firm has also to score a minimum of 70% out of 100 under the Evaluation Criteria. The bidders who technically qualify will only be eligible for financial bid opening. The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.

5.4.3 The Bidder shall submit the proposals online separately for a) and b) as described below on the e-procurement portal of Govt. of NCT of Delhi www.govtprocurement.delhi.gov.in :

- a. **Pre-qualification and Technical Bid/ Proposal**–Scanned copy in PDF file format, signed on each page &, with file name clearly mentioning: **“PQ and Tech bid for** Selection of Media Agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC)-**submit on line only separately.**
- b. **Financial Proposal/Price bid** –**submit online separately.**

The Bidder shall submit its Technical and Financial bids in the form and manner specified in this tender document online.

5.4.4. Upon selection, the Bidder shall be required to enter into an agreement with NDMC in the format specified in this tender document. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

5.4.5 Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.

5.4.6 The Bidder is allowed to submit only one proposal against this Tender.

The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be outrightly rejected and no correspondence in this regard will be entertained.

5.4.7 Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by NDMC through the Selection Process specified in this tender document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NDMC's decisions are without any right of appeal whatsoever.

5.5 PROCESS OF SUBMISSION OF BID DOCUMENTS

5.5.1 Bidders shall submit the technical tender online at <https://govtprocurement.delhi.gov.in> on or before tender due date/last date of bid submission. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.

5.5.2. The Technical bid shall not include any financial information relating to the Financial Tender. In case financial bid is given with technical bid documents it shall be summarily rejected.

5.5.3 The Bidder shall provide all the information sought under this tender document, NDMC would evaluate only those Tenders that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The tenders shall be submitted online only.

5.5.4. The format/documents /figures shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the Tender shall be initialed by the person(s) signing the Tender. The Tenders must be signed by the authorized signatory (the "Authorized Signatory").

5.5.5. Bidders should note the tender due date (last date of submission of the bid), as specified in the tender schedule, for submission of Tenders. Except as specifically provided in this tender, no supplementary material will be entertained by NDMC, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of tender due date.

Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.5.6. While submitting the bid, it may be noted that:

- i. In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- ii. Ambiguous bids will be out rightly rejected.
- iii. NDMC will *NOT* be responsible for any delay on the part of the Bidder in submission of the tender bids.
- iv. The offers submitted by telegram/ fax/ E-mail etc. shall *NOT* be considered. No correspondence will be entertained on this matter.
- v. Conditional tenders shall *NOT* be accepted.
- vi. on any ground and shall be rejected straightway.
- vii. When deemed necessary, NDMC may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.
- viii. No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of NDMC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

5.6 FORMAT AND SIGNING OF PROPOSAL

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.

The Bidder shall prepare and submit the Technical Bid (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) along with the EMD and Tender Cost deposit acknowledgement *as DETAILED ABOVE*.

The Price Bid must be submitted on Delhi Govt. Website <http://govtprocurement.delhi.gov.in>

- b) The Technical Proposal and shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, preferably in blue ink and the signature of the authorized signatory shall bind the Bidder to the contract. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. Each page of the Proposal must be numbered at the right-hand top corner. The Technical bid should be up-loaded on Delhi Govt. Website <http://govtprocurement.delhi.gov.in> before the prescribed time and date.
- c) The Proposal must be properly signed by the authorized signatory (the "Authorized Signatory") as the Bidder holding the power of Attorney. If possible, such Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

5.7 PROPOSAL SUBMISSION:

With stamp and date

Bidder's Profile

(To be submitted on letterhead of the Bidder)

Section 1: Organizational Details/Personal details

- a) The scan copy of the Bid Fee/Tender Cost and EMD deposit acknowledgement issued by the office of Director (Accounts) should be up-loaded on Delhi Govt. Website <http://govtprocurement.delhi.gov.in> alongwith Technical Proposal/Bid as detailed above.
- b) The Technical Proposal shall be up-loaded separately on Delhi Govt. Website <http://govtprocurement.delhi.gov.in> as a separate file folder as detailed below:

The bidder shall submit all the relevant documents so as to ascertain the claims made. Following is the indicative list of documents that are to be submitted. The documents of Technical Proposal shall be as per the Appendix 1 of this RFP and should comprise of all documents required to be submitted as per the said Appendix 1. The checklist of Technical Proposal presented below:

Check list for documents - Technical Proposal

- 1 Scanned copy of acknowledgement of DD/Banker's Cheque of Rs. 2,00,000/- as Bid Fee/Earnest Money & Tender Cost issued by the authorised official of NDMC.

- 2 Appendix 1 Form -1.1 Covering Letter signed by authorized signatory of Bidder. Constituent documents such as MOA, AOA, Certificate of Incorporation; Service Tax, VAT/Sales Tax Registration where his business is located and Income Tax PAN.

- 3 Appendix 1 Form -1.2 Authorization of signatory in the form of Board Resolution or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the bidder), as applicable.

- 4 Appendix 1 Form -1.3 Particulars of the Bidders (in the formats given subsequently)

- 5 Appendix 1 Form -1.4 Financial Capability statement

- 6 Appendix 1 Form -1.5 Experience Statement along with client work order/ completion certificate

- 7 Appendix 1 Form -1.6 Project Execution Methodology

- 8 Appendix 1 Form -1.7 Undertaking

- 9 Appendix 1 Form -1.8 Anti-Blacklisting Certificate

- 10 Appendix 1 Form -1.9 Non-Disclosure Agreement signed and submit to NDMC

- 11 Appendix 1 Form -1.10 Curriculum Vitae of Proposed Team Members (Key Personnel)

- 12 Appendix 1 Form -1.11 Experience of handling Campaigns for all types of Channels

- 13 Original RFP documents issued along with addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.

15. As per CVC guidelines every bidder has to submit the attached Signed Integrity Pact format (Annexure-1) with technical bid, without signed Integrity Pact the bid will be rejected.
- a) The Price Proposal (Appendix-2) must be submitted separately on line.
 - b) The Bidders are required to up-load on the website of Govt. of NCT of Delhi <http://govtprocurement.delhi.gov.in> its Proposal (i.e. Technical Proposal and Price Proposal) as separate files on or before the due date

5.8 PROPOSAL DUE DATE

- a) The last date and time of submission of the Proposals (the "Proposal Due Date/Bid Due Date") is specified in Schedule of Bidding Process Clause 1.5 of Notice Inviting Tenders.
- b) The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Proposal Due Date as extended. Any such change in the Proposal Due Date shall be in the form of addenda and be made available on NDMC Website www.ndmc.gov.in

5.9 MODIFICATION AND WITHDRAWAL OF PROPOSALS

- a) Proposal once up-loaded shall not be allowed to be withdrawn till the validity of the bid remains in force or else the Earnest Money Deposit shall be forfeited.
- b) Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5.10 FIRM PRICES

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The proposal prices shall be indicated in India Rupees (INR) only.

6. PRE-QUALIFICATION & EVALUATION CRITERIA

6.1 PRE- QUALIFICATION CRITERIA / BASIC ELIGIBILITY CRITERIA

To be considered qualified for evaluation of Technical Proposal, each Bidder should meet prequalification Criteria specified hereunder.

| S.No. | Pre Qualification Criteria | Proof Document Required |
|--------------|--|---|
| 1. | <p>Bidder should be:</p> <ul style="list-style-type: none"> • A company incorporated in India under the Companies Act, 1956/2013 and subsequent amendments thereto. • Registered with the Service Tax Authorities • VAT/Sales Tax where his business is located. • Income Tax PAN • Operational for a minimum period of 3 years as on 31st March, 2017 in India | <p>Format to Share Bidder's Particulars as in Appendix 1 Form -1.3</p> |
| 2. | <p>Turnover of last three financial. Bidder should have had an average annual turnover of at least INR 1.00 Crore from the last 3 financial years (FY 2014-15, 2015-16, 2016-17) from Media communication services/Creative services/ Promotional services, Software development and other Sources.</p> | <p>Financial Capability Statement as in Appendix 1 Form -1.4</p> <p>In case of F.Y. 2016-17, if audited accounts are not available, a certificate issued by Chartered Accountant shall be enclosed.</p> |
| 3. | <p>In the last 3 years, the bidder must have completed or have in progress project of Digital Media Management for Government / Public Sector Undertaking, Semi Govt. Organisations, Banks, Financial & Insurance Companies OR for the Private Sector. as per the following:</p> <p>One similar works costing not less than the amount equal to Rs. 35.00 Lacs.</p> <p style="text-align: center;">Or</p> <p>Two similar works each costing not less than the amount equal to Rs. 28.00 Lacs.</p> <p style="text-align: center;">Or</p> <p>Three similar works each costing not less than the amount equal to Rs. 21.00 Lacs.</p> <p>Note: In case of ongoing works, the completed part of the ongoing work shall fulfil the abovementioned requirements.</p> | <p>Provide Evidences in terms of copy work order / Client Completion Certificate for each of the projects undertaken</p> <ul style="list-style-type: none"> • Experience Statement as in Appendix 1 Form - 1.5 |
| 4. | <p>The agency must have in-house production facilities or should have tie up/agreement /arrangements for production and editing of contents in all forms including video in high definitions, research based technical content etc.</p> | <p>Self-certification on letter head.</p> |
| 5. | <p>The bidder should not be black-listed/ debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender.</p> | <p>Self-declaration/Undertaking by the bidder on its letter head as per Appendix-1 Form -1.8</p> |

| | | |
|----|---|--|
| 6. | The bidder must submit professional working with them, which should include Web-developer, Web-designer, Programmer, Mobile App. Developer. | H.R. Details and Credentials should be submitted. For Key Personnel details to be submitted separately as per the Form 1.10. |
| 7. | Valid Solvency Certificate amounting Rs. 14 Lakhs from a scheduled/nationalized bank. | To be submitted by the Bidder. |

6.2 TECHNICAL EVALUATION PARAMETERS

To be considered qualified for opening of Price Proposal, each Bidder should meet Technical Proposal Evaluation Criteria specified hereunder

| | Criteria | Maximum Marks |
|---|---|---------------|
| Bidder's Experience [Total - 50 marks] | | |
| 1. | <p>Relevant experience in Digital Marketing in last 3 years:</p> <p>(a) three projects with value of greater than Rs. 21 lakhs each, OR two projects with value of greater than Rs. 28 lakhs each, OR one project with value of greater than Rs. 35 lakhs 26 marks</p> <p>(b) Each additional project with value of greater than Rs. 21 lakhs each 8 marks each project</p> <p>(c) Each additional project with value of greater than Rs. 28 lakhs each 12 marks each project</p> <p>(d) Each additional project with value of greater than Rs. 35 lakhs each 24 marks each project</p> <p>Note: The maximum marks individually and collectively against (b), (c) and (d) shall not exceed 24 marks.</p> | 50 marks |
| Note: | | |
| <ul style="list-style-type: none"> - Value of project must be for contract value of the services that are similar to present scope and excludes software licensing, hardware and other infrastructure costs. - For computing the project value, single work order will be considered. - The firm must submit, with its Technical Proposal, the documentary evidences (such as letter of award/PO, contract copy or letter of completion from client) regarding fulfilment of above criteria for Bidder's Experience. - Bidder must provide the experience statement as per Annexure-1 (Form-1.5) for work done for Point-1 and 2 above and as per Annexure-1 (Form-1.11) for work done for Point-3 above. | | |
| Bidder's Approach & Methodology [Total - 20 Marks] | | |
| 2. | Proposed brand vision and media strategy for NDMC Digital Media Project | 5 marks |
| 3. | Specific promotional strategies for various channels including traditional and digital | 5 marks |
| 4. | Content Development strategy | 3 marks |
| 5. | Work Plan and methodology | 3 marks |
| 6. | USP of Proposal | 2 marks |
| 7. | Project Risk plan and mitigation strategies | 2 marks |

Note: Actual to be considered limited to NDMC's requirement for each corresponding position. The firm must submit the profiles in the specified format along with the necessary qualification & experience certificates for each resume submitted. The marks for Sl. Nos. 2 to 7 above will be awarded based on the presentation to be made by the Bidders before the Sub-Committee constituted by the Chairman, NDMC.

| Bidder's Personnel [Total - 30 Marks] | | |
|--|----------------------|----------|
| 8. | Project Manager | 12 marks |
| 9. | Community Manager | 10 marks |
| 10.. | Social Media Handler | 8 marks |

The minimum total technical score required shall be 70% to become eligible for opening of the Financial Proposal.

6.3 EVALUATION OF PRICE PROPOSAL

- a) The Price Proposal of only qualified Bidders passing the Responsiveness Test specified in clause 7.2, and meeting the Technical Proposal Evaluation Criteria specified in clause 6.2, shall be opened. The Price Proposal opening process is specified in clause 7.3.
- b) Bidders are required to quote online followings as per Price Proposal format provided in Appendix-2
- c) The Bidder quoting the **Lowest financial** offer to NDMC (for the opened bids, passing the minimum 70 marks criteria of Technical Evaluation) shall be considered as Selected Bidder and considered for award of work after following due process as per clause b) hereunder. In case of two bidders quoting same price, a closed bid will be requested.
- d) NDMC shall determine the responsiveness of Price Proposal of Bidder determined to be Lowest in relation to the Market rate or NDMC's Internal Estimate or Good Industry Practice. In case the Price Proposal of the Selected Bidder is found seriously unbalanced by NDMC in relation to the market rate or its internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Proposal, from the Highest and/or all Bidders to demonstrate the internal consistency of those prices. In case of the Price Proposal of the Selected Bidder, which is unrealistically lower or higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

7. EVALUATION PROCESS

7.1 OPENING OF TECHNICAL BID/PROPOSAL

Opening of Bids

- I. The Bids shall be opened by the NDMC through e-procurement system <http://govtprocurement.delhi.gov.in>
- II. All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website <http://govtprocurement.delhi.gov.in> and NDMC website www.ndmc.gov.in.
- III. The NDMC shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee, bid securing declaration etc.
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- iv. The Authority shall open the Technical Proposals received to this RFP, at time, date and Place specified in Clause 1.5 of the Notice Inviting Tenders. .
- V. The Authority will subsequently examine and evaluate Technical Proposals in accordance with the provisions set out hereunder in clause 7.2.

7.2 EVALUATION OF TECHNICAL BID/PROPOSAL

The Bidders shall be required to submit documents as listed in this RFP document as per clause 5.4 along with supporting documents. The Authority shall examine and evaluate the Technical Bids as per the evaluation steps specified below:

a) ***Test of Responsiveness***

- 1) Prior to evaluation of Technical Proposals (i.e. Technical Proposal Evaluation Criteria), the Authority shall determine whether each Bid/Proposal is responsive to the requirements of the RFP. A Bid/proposal shall be considered responsive only if:
 - (i) It is submitted by the bidders fulfilling the pre-qualification criteria.
 - (ii) It is received as per the format specified in RFP and prior to Proposal Date and time.
 - (iii) Technical Proposal along with the complete supporting documents are timely received on-line on Delhi Govt. Portal <http://govtprocurement.delhi.gov.in>
 - (iv) It is signed and marked as specified in clause 5.5.4
 - (v) It contains all the information, Appendices, documents, and Authorizations in accordance with clause 5.4
 - (vi) Bid Fee/Tender Cost & EMD are deposited through Pay Order/Demand Draft with the NDMC and acknowledge issued by the competent official of NDMC is added with the Technical Proposal.
 - (vii) It contains the Bid Fee & EMD as per the amount, in formats and Validity Period as specified in RFP.
 - (viii) It does not contain any condition.
 - (ix) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposal.
- 3) Evaluation of Technical Proposal Criteria of only those Bidders shall be carried out whose Bids/proposals determined to be responsive.

b) ***Assessment of Technical Proposal Evaluation Criteria***

- 1) The Bidder must meet Technical Proposal Evaluation Criteria specified in clause 6.2.
- 2) Evaluation of Price Proposal of only those Bidders meeting the Technical Evaluation Criteria as above (1) shall be carried out.

7.3 OPENING OF FINANCIAL BID

- (i) The Financial Bid & Technical Bids must be up-loaded separately on the e. procurement website of Govt. of NCT of Delhi <http://govtprocurement.delhi.gov.in> before the stipulated time and date as provided in the RFP.
- (ii) The Price Proposal of only the Bidders determined to be Responsive and meeting the Technical Proposal Criteria in accordance with Clause 7.2, is declared "Technically Qualified Bidders", shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The Authority shall evaluate Price Proposal in accordance with the provision set forth in clause 6.3.

7.4 CLARIFICATION OF BIDS AND REQUEST FOR ADDITIONAL/ MISSING INFORMATION

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications/documents/missing information in writing from any Bidder regarding its Proposal. The request for clarification or submission of information and the response shall be in writing. If the response from the Bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

7.5 VERIFICATION AND DISQUALIFICATION

- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- (ii) The Authority reserves the right to reject any Proposal and forfeit the EMD if:
 - 1) At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - 2) Bidder or its parents/subsidiary/sister concerned from whom it is taking credit for meeting Qualification Criteria is blacklisted/barred by any Government Agency in India or abroad.

- 3) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- 4) In case of fraudulent Bid/proposal and involved in fraudulent and corrupt practice as per RFP Clause 9.
- 5) A Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
- 6) While evaluating the Proposal, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.

7) A bidder who submits or participates in more than one Bid/ Proposal under this RFP.

Such misrepresentation/blacklisting shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids/Proposals have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a) invite the remaining Bidders to submit their Bids/proposals, or
- b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

(iii) In case it is found during the evaluation of Proposals or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Selected Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Selected Bidder. In such an event, the Authority shall be entitled to forfeit the EMD, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

7.6 CONTACTS DURING PROPOSAL EVALUATION

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

7.7 CORRESPONDENCE WITH BIDDER

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid/Proposal.

7.8 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

8. APPOINTMENT OF SELECTED BIDDER AND SIGNING OF AGREEMENT

8.1 SELECTION OF BIDDER

Subject to the provisions of clause 6 and clause 7, the Bidder whose Bid is

- adjudged as responsive in terms of clause 7.2(a)
- meeting the Technical Proposal Evaluation Criteria as per clause 6.2 and clause 7.2(b) and
- whose Price Proposal offered, on evaluation as per clause 6.3 has been determined to be Lowest (L1) and responsive as per clause 7.3(b), shall be considered as the "**Selected Bidder**" for award of work after following due process

8.2 NOTIFICATION OF AWARD

- a) Authority shall notify the Selected Bidder(s) as the Successful Bidder through letter that its/their Bid has/have been accepted (the "**Successful Bidder(s)**"). This letter ("**Letter of Award**" / "**LOA**") shall be issued, in duplicate and shall specify the sum which the Authority shall pay to the Successful Bidder in consideration of the project scope as per the terms of Contract.
- b) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Technically Qualified Bidders having determined Second Lowest (L 2) may be considered at sole discretion of Authority.

8.3 SIGNING OF CONTRACT AGREEMENT

- a) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Security Deposit as per clause 8.4, to execute/sign the Agreement within fourteen (14) days from the date of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Draft Contract Agreement.
- b) The Draft copy of Contract Agreement is specified in Appendix 3.
- c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at New Delhi in accordance with applicable law, and submit the same in two copies duly stamped and executed within fourteen (14) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

8.4 SECURITY DEPOSIT

PERFORMANCE SECURITY/GUARANTEE

8.4.1 The Performance Security/ Bank Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Secretary, NDMC in the format appended to the tender at **ANNEXURE-2**.

8.4.2 The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (tendered/bid amount).

8.4.3 All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder.

8.4.4 The BG shall be valid for a period of 42 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. The BG shall be released subject to realization of liquidity damages if any.

8.4.5 The bidder will also be required to further extend the BG, in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract (The License Period).

8.4.6 The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

- a) The EMD placed may be considered for conversion towards the security deposit and amount falling short of the required amount shall be payable.
- b) If the Bidder, fails to furnish the Security Deposit, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- c) The Authority shall be entitled to forfeit and appropriate the amount of the Security Deposit in whole or in part:
 - i) In the event the Authority requires to recover any sum due and payable to it by the Selected Bidder including but not limited to Damages; and which the Selected Bidder has failed to pay in relation thereof; and
 - ii) In relation to Selected Bidder's Event of Default in accordance with the terms contained in the Agreement.

- d) At the end of the Contract Period, the Security Deposit shall be returned to the Selected Bidder without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues in terms of penalties/deductions under the terms of the Contract Agreement.

8.5 ANNULMENT OF AWARD

Failure of the Successful Bidder to submission of Security Deposit and signing of Agreement as per RFP terms and any other requirements and /or the provisions of RFP and the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

8.6 TAX LIABILITY

- (a) The rates quoted online in Price Proposal Appendix-2 shall be exclusive of Service Tax including surcharges but inclusive of any other directly or indirectly applicable taxes. Service Tax as applicable shall be payable by the Authority to the Selected Bidder based on invoice raised and on submitting the evidence of payment of such Service Tax including surcharges. Any deviations due to change in the rate of directly applicable taxes and duties except Service Tax would be Liability of the Selected Bidder. If any other tax is introduced by the Government replacing the service tax, the same will be made applicable accordingly.
- (b) NDMC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

Appendix 1: CONTENTS AND FORMATS FOR TECHNICAL PROPOSALS

Form -1.1 : Covering Letter

(On letterhead of the Bidder, including full postal address, telephone, fax, email, addresses)

Date.....

To,

**Director (Accounts),
New Delhi Municipal Council (NDMC),
Palika Kendra, Sansad Marg,
New Delhi-110001.**

Dear Sir,

Request for Proposal for Selection of Media Agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC)

REF: RFP No. NDMC-MediaAgency-RFP-01-2017

1. Being duly authorized to represent and act on behalf of (hereinafter "the Bidder"), and having reviewed and fully understood all the information provided in the RFP document, the undersigned hereby applies as a Bidder for the Project.
2. The following documents/Annexures have been up-loaded on the e-procurement portal of Govt. of NCT of Delhi www.govtprocurement.delhi.gov.in as detailed in the RFP:
 - (a) Incorporation as per the Companies Act along with Memorandum and Article of Association, Service Tax, VAT/Sales Tax Registration where his business is located and Income Tax PAN.
 - (b) The Bidder's principal place of business; and
 - (c) The place of incorporation; or the place of registration (or Income Tax registration).
 - (d) Required Earnest Money Deposit and Bid/Tender Cost deposit receipt with NDMC as specified in RFP and all documents as specified in RFP.
 - (e) Price Proposal .
3. NDMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from client(s) regarding any technical aspects hereof by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.

4. This application is made in the full understanding that:
 - (a) Our Proposal and any information submitted at the time of bidding will be subject to verification by NDMC;
 - (b) NDMC reserves the right to reject or accept any application, cancel the qualification/Bid process, and reject all applications; and
 - (c) NDMC shall not be liable for any such actions as at (b) above and shall be under no obligation to inform us of the grounds for the same.
5. We confirm that in the event our bid is successful resulting in award of contract, the same will be signed so as to legally bind all the concerned jointly and severally.
6. We confirm that we agree with the terms and conditions provided in RFP. The Proposal submitted by us shall be valid for a period of Proposal Validity Period specified in RFP.
7. The Bid Fee & Earnest Money Deposit of stipulated amount in the form of the Demand Draft has already been deposited with Director (Accounts), NDMC Office and scanned copy of Receipt thereof is being up-loaded alongwith Technical Bid/Details.
8. The undersigned declares that the statements made and the information provided in the duly completed application is complete, true and correct in every detail.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

For and on behalf of (name of Agency)

Rubber Stamp of the Authorised Person.

Form -1.2: Format for Power of Attorney for Signing of the Proposal

(On a Stamp Paper of appropriate value)

(Applicable in case of bid not being signed by the person directly authorized by Board of firm. In the latter case, please provide a copy of the relevant Board Resolution signed by Company Secretary/ Director authorizing the Signatory.)

Dated:

To,

**Director (Accounts),
New Delhi Municipal Council (NDMC),
Palika Kendra, Sansad Marg,
New Delhi-110001.**

REF: Request for Proposal for Selection of Media Agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC)

Dear Sir,

<Bidder's name> hereby authorizes **<Designated Representative's name>** _____ to act as a representative of **<Bidder's name>** _____ for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings with New Delhi Municipal Council or other entities associated with this project including NDMC and to discuss, negotiate, finalize and sign any bid or agreement and contract related to RFP for selection of Media agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC).

citizen engagement Eco System within NDMC Jurisdiction.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder > Encl: Board Authorization

Notarised

Form -1.3: Format to Share Bidder's Particulars

| Sr. No. | Description | Details (to be filled by the responder to the RPF) |
|---------|--|--|
| 1 | Name of the Agency | |
| 2 | Official address | |
| 3 | Phone No. and Fax No. | |
| 4 | Corporate Headquarters Address | |
| 5 | Phone No. and Fax No. | |
| 6 | Web Site Address | |
| 7 | Details of Agency's Registration (Please enclose copy of the Agency registration document) | |
| 8 | Name of Registration Authority | |
| 9 | Registration Number and Year of Registration | |
| 10 | Sales Tax /VAT registration No. | |
| 11 | Permanent Account Number (PAN) | |
| 12 | Agency's Revenue for last 3 years (Year wise) | |
| 13 | Agency's Profitability for the last 3 years (Year wise) | |
| 14 | Registration details under the Companies Act 1956 | |
| 15 | No. of years of operation in India | |
| 16 | Service Tax Registration No. | |

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Contact Details of officials for future correspondence regarding the bid process:

| Details | Authorised Signatory | Contact Person |
|------------------|----------------------|----------------|
| Name | | |
| Title | | |
| Agency's Address | | |
| Phone | | |
| Mobile | | |
| Fax | | |
| E-mail | | |
| Signature | | |

Form -1.4: Financial Capability Statement

{On Statutory Auditor's letterhead}

I hereby declare that I have scrutinized and audited the Financial statements of M/s_____. Turnover* of the bidder (name of the Bidder) as on 31st March, 2017 /31st December, 2016 as per Audited statement is as follows:

| Financial Year | Turnover (INR Crore) |
|-----------------------|-----------------------------|
| 2016-17 | |
| 2015-16 | |
| 2014-15 | |
| 2013-14 | |

**To be provided from latest available Audited statement*

In case of F.Y. 2016-17, if audited accounts are not available, a certificate issued by Chartered Accountant shall be enclosed.

(Signed and Sealed by the statutory auditor)

Enclosure:

- (1) Copy of latest available Audited annual reports for last three years as applicable or as per Financial Year/Calendar Year followed by the bidder firm.

Form -1.5: Experience Statement
[Project Title]

(Attach separate sheet for each project)

- A. Project Brief
- B. Client (Name & Address)
- C. Cost of the Project
- D. Duration & period of the Project
- E. Roles & responsibility of the organization
- F. Other features of the Project

(Details such as Content creation /content moderation/ Content Response/ Applicable Channels etc.)

- G. Country in which it was executed
- H. Provide the relevant project details as under:

| Channel | Sub Type channel | Yes/No | Provide Relevant Details (e.g. name of URL, Mobile App, Facebook Page, Twitter Handle, etc.) |
|--------------|--------------------|--------|--|
| Social Media | Facebook Page | | |
| | Twitter Handle | | |
| | YouTube Channel | | |
| | Instagram Account | | |
| Digital | Website | | |
| | Mobile Application | | |

The information submitted above is true and I am aware that submitting false information will lead to rejection of our bid and NDMC can take appropriate action in this regard.

(Sign & Stamped by authorized signatory)

Enclosure:

Completion Certificates /Project Acceptance Certificate/ Purchase Order or Work Order duly authenticated/signed by the respective client be furnished.

Form -1.6: Project execution Methodology (Detailed Write up and Presentation)

The technical proposal should explain the solution proposed by the Bidder and should highlight its salient features (if any). The Bidders will be required to provide a Solution Overview through brief Writeup. The Project execution Methodology will be adequately explained by the Bidder before the Presentation Sub-Committee of NDMC for which date and time will be intimated separately.

1 Understanding of the project and requirements of NDMC through following

Proposed brand vision and media strategy for the Project.

Specific promotional strategies for various channels including traditional and digital

Content Development strategy

2 Project Management Plan, Work Plan, Methodologies

3 USP of proposal

4 Project Risk Identification and Mitigation Strategies

Supporting Documents for Technical and Project Management Evaluation Criteria should be submitted.

The writeup is required to ensure that a workable solution is proposed. NDMC reserves the right to call the bidder for any clarifications/discussions regarding the solution and suggest binding changes in the solution if it feels such solution deviates majorly from its needs and purposes.

Form -1.7: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 201_.

Signature

(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorized Signatory with designation

Form -1.8: Format for Declaration by the bidder for not being Blacklisted / Debarred

{To be submitted on a 100-rupee stamp paper by bidder}

Selection of Media Agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC)

Anti-Blacklisting Affidavit

I M/s., (the names and addresses of the registered office) hereby certify and confirm that our company is not black-listed / debarred by any of the Government or Public Sector Units in India or abroad as on the date of the submission of the tender.

We further confirm that we are aware that our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 201_

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Form -1.9: Non-Disclosure Agreement

{To be given on the Company's Letter Head}

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide **for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC)** to NDMC, having its office at Palika Kendra, Sansad Marg, New Delhi-110001 hereinafter referred to as the AUTHORITY and, WHEREAS, the Bidder understands that the information regarding the AUTHORITY's business shared by the AUTHORITY in their Request for Proposal is confidential and/or proprietary to the AUTHORITY, and

WHEREAS, the Bidder understands that in the course of submission of **Request for Proposal for Selection of Media Agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC)** and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Authority's properties and/or have access to certain plans, documents, approvals or information of the Authority; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the AUTHORITY to grant the Bidder specific access to the AUTHORITY's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the AUTHORITY, unless the Bidder has first obtained the AUTHORITY's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the AUTHORITY or, prepared or produced by the Bidder for the purpose of submitting the offer to the AUTHORITY for the said solution, will not be disclosed to during or subsequent to submission of the offer to the AUTHORITY, to anyone outside the AUTHORITY.

The Bidder shall not, without the AUTHORITY's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the AUTHORITY in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the Authority and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with Seal :

Name :

Designation :

Form -1.10: Curriculum Vitae of Proposed Team Members (Key Personnel)

Résumés of all the staff proposed to be deployed at NDMC shall be attached along with the technical bid as per the format below. The bidder may submit résumés of persons and the position on which a person will be deployed to at NDMC shall be clearly mentioned on the right hand top corner of the first page of that person's résumé. **Each resume must be submitted with the necessary qualification & experience certificates.** The details provided should help in ascertaining the eligibility of the candidate vis-à-vis the qualification and experience requirement for that post. Resumes must be recently signed and dated, in blue ink by the respective personnel. Photocopy or unsigned Resumes shall be rejected. The attested photocopies of relevant documents (educational, experience) to be submitted as proof along with Resumes.

| Sr. No. | Item | Curriculum Vitae of Proposed Team Member | | | | |
|----------------|---|---|--------------|-------------------------------|-------------------|-------------|
| 1 | Name | | | | | |
| 2 | Specify role to be played in the project | | | | | |
| 3 | Name of Organization | | | | | |
| 4 | Number of years with the Current Organization | | | | | |
| 5 | Language Fluency | | | | | |
| | | Language | Speak | Write | Understand | Read |
| 5.1 | English | | | | | |
| 5.2 | Any Other Language | | | | | |
| 5.3 | Hindi | | | | | |
| 6 | Total Experience (in Years) | | | | | |
| 7 | Experience in months (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.) | | | | | |
| | Name of Organization | From | To | Designation/ Responsibilities | | |
| 7.1 | | | | | | |
| 7.2... | | | | | | |

8 Summarized professional experience (Relevant to the Current Project) in reverse chronological order

| | | |
|------|----|--|
| From | To | Company / Project / Position / Relevant Functional, Technical, and Managerial Experience |
|------|----|--|

8.1

8.2...

9 Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.

| | | | |
|--------|-------------------------|------------|------------|
| Degree | Year of Award of Degree | University | % of marks |
|--------|-------------------------|------------|------------|

9.1

9.2...

10 Candidate's Attestation for the Resume:

I am available for full time assignment for the duration and location specified in this RFP at New Delhi.

Signature (in blue ink)

Date (DD/MM/YY)

11 Bidder's Attestation for the Resume:

[All resumes shall be individually attested by the bidder]

Place

Signature of Authorised Person

Date

Designation

Company Stamp

Name

Sealed with the Common Seal of the New Delhi Municipal Council in the presence of

1.

2.

Authorized Persons of NDMC

Form -1.11 Experience of handling Campaigns for all types of Channels

[for projects as per Clause 6.2 Point(3)]

[Project Title]

(Attach separate sheet for each project)

- A. Project Brief
- B. Client (Name & Address)
- C. Cost of the Project
- D. Duration & period of the Project
- E. Roles & responsibility of the organization
- G. Other features of the Project

(Details such as Content creation /content moderation/ Content Response/ Applicable Channels etc.)

- H. Country in which it was executed

| Channel | Sub Type channel | Yes/No | Provide Relevant Details(e.g. name of URL, Mobile App, Facebook Page, Twitter Handle, etc.) |
|--------------|--------------------|--------|---|
| Social Media | Facebook Page | | |
| | Twitter Handle | | |
| | YouTube Channel | | |
| Digital | Instagram Account | | |
| | Website | | |
| | Mobile Application | | |
| Traditional | Print | | |
| | TV | | |
| | Radio | | |

The information submitted above is true and I am aware that submitting false information will lead to rejection of our bid and NDMC can take appropriate action in this regard.

(Sign & Stamped by authorized signatory)

Enclosure:

Completion Certificates /Project Acceptance Certificate/ Purchase Order or Work Order duly authenticated by the respective client be furnished.

Appendix 2: CONTENT AND FORMAT OF PRICE PROPOSAL/BILL OF QUANTITY

[Note: Must be submitted online, not to be sent physically]

Date.....

To,

The Director (Accounts),
New Delhi Municipal Council,
6th Floor, Room No., 6011,
Palika Kendra, Sansad Marg,
New Delhi-110001.

Subject: **Submission of Price Proposal/BOQ for Selection of Media Agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC)**

Dear Sir,

I/We, the undersigned Bidder, have read and examined in detail all the bidding documents in respect of selection of Financial institution for providing Digital Media capabilities for Citizen Engagement Eco System within NDMC.

We fully understand and agree to the scope of work, our roles and responsibilities, obligations, risks involved and terms and conditions specified in RFP documents. I/We undertake to do branding, content strategy, content creation, content moderation and channel management for citizen engagement ecosystem of the NDMC Digital Media Project as per the terms of the RFP. Following is our financial offer for contract period of Five (5) which is extendable on year to year basis at the sole discretion of the NDMC subject to satisfactory performance of the Agency.

Further we certify and undertake that each of the Key Personnel to be deployed with NDMC will fulfil the Conditions of Eligibility as specified below and stipulated in Clause 2.1.13 of the RFP.

Contd. on page 75.....

{Note: Must be submitted online, not to be sent physically}

| S.No. | Role | Number of Personnel | Monthly Bill Rate (In INR) | Annual Billing Rate (for 12 Months) (In INR) |
|--------------|-----------------------------|----------------------------|---|---|
| 1. | Project Manager | 1 | | |
| 2. | Community Manager | 1 | | |
| 3. | Social Media Handler | 1 | | |
| Total | | 3 | In Figures _____ In Words _____ _____ | In Figures _____ In Words _____ _____ |

{Note: Must be submitted online, not to be sent physically}

Notes:

- a) Contract Period shall be for Five (5) years, which shall be extendable on year to year basis at the sole discretion of the NDMC subject to satisfactory performance of the Agency
- b) The Bidder while quoting the bid amount should also take into account the revenue sharing as per Clause 2.3.2.7 of the RFP.
- c) The Bidder while quoting the bid amount should also take into account the expenditure involved /to be incurred by him on content creation as per Clause 2.3.2.8 of the RFP.

Contd. on page 76.....

- d) The rates quoted online in Price Proposal Appendix-2 shall be exclusive of Service Tax but inclusive of any other directly or indirectly applicable taxes. Service Tax as applicable shall be payable by the Authority to the Selected Bidder based on invoice raised and on submitting the evidence of payment of such Service Tax. Any deviations due to change in the rate of directly applicable taxes and duties except Service Tax would be Liability of the Selected Bidder. If any other tax is introduced by the Government replacing the service tax, the same will be made applicable accordingly.
- e) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- f) Evaluation of Price Proposal shall be carried out as per the method specified in clause 6.3.
- g) The Agency/Bidder shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952, ESIC Act, 1948 etc.

Thanking you.

Yours faithfully,

Name and Signature of the Authorised Person

Seal:

Address and contact number:

Appendix 3: CONTRACT AGREEMENT

This agreement made on the <Day> day of <Month, Year> between the Director (IT), New Delhi Municipal Council, Palika Kendra, Sansad Marg, New Delhi-110001 (hereinafter called the "**Authority**") of the FIRST PART and _____ (Name of Bidder) having its registered office at _____ (Address of the company where registered) (hereinafter called "**Successful Bidder**" of the SECOND PART) through < Name of Authorized Representative>, < Designation > empowered to sign and execute the agreement as the SECOND PART which shall include successors assigns.

Whereas the FIRST PART the Authority is desirous in view of a tender (bid) notice no. NDMC-DigitalMediaAgency-RFP-01-2017 that the services as per the Financial quote in the proposal submitted by the bidder should be provided by the SECOND PART. <<Approving authority>> of the Authority by its resolution no. <> dated <> has accepted a tender of the Successful Bidder for the Project for the sum of Rs. <> + Service Tax for a period of _____ years.

AND WHEREAS the work has been awarded to the SECOND PART vide letter <>, dated <>.

AND WHEREAS the SECOND PART has agreed for Digital Media Project vide its bid.

Now this agreement witnesseth as follows:

1. The following documents shall be deemed to form part and be read and considered as part of this agreement. viz
 - a. The Request for Proposal for Selection of Media Agency for Branding, Content Strategy, Content Creation, Content Moderation and Channel Management for New Delhi Municipal Council (NDMC).
 - b. Addendum & Corrigendum to the RFP (if any)
 - c. Technical and Financial Proposal submitted by the SECOND PART
 - d. LOA issued by FIRST PART.
 - e. Non-Disclosure Agreements
2. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinabove referred to.
3. The SECOND PART will deliver the Scope of Work/Services as detailed in the RFP NDMC-DigitalMediaAgency-RFP-01-2017.
4. In consideration of the payments to be made by the Authority, the FIRST PART to the Successful Bidder, the SECOND PART as hereby covenants with the Authority to provide services and deliverables in conformity to the bid documents referred as per the RFP. In case of failure of the Successful Bidder to deliver the products/services, the Authority is authorized to get the work done from third party at the cost and risk of the SECOND PART.

5. The Authority and the Successful Bidder shall make payments to either party in accordance with the provisions of the Request for Proposal. All other terms and conditions shall be as per the RFP.
6. The contract shall be governed by the Laws in India and shall be subject to the **Jurisdiction of Delhi/New Delhi.**

IN WITNESS WHEREOF the parties mentioned hereinbefore cause this agreement to be signed and hereunto set their respective hands and seals through their authorized representatives on the day, month and year first above written at New Delhi..

In presence of:

1. Witness

Name

For and on behalf of

(< Name >)

Designation of Authorized Representative
New Delhi Municipal Council

For and on behalf of

Successful Bidder

(< Name >)

Designation of Authorized Representative

Sealed with the Common Seal of the New Delhi Municipal Council ed in the presence of

1.

2.

Authorized Persons of NDMC

INTEGRITY PACT AGREEMENT

As per CVC guidelines every bidder has to submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (As per given annexure 'A')

PRE-CONTRACT INTEGRITY PACT Annexure 'A' General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20...., between on one hand the New Delhi Municipal Council acting through Shri _____, The director (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure (Name of work.....) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

and

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s).

1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the

Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.

3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

3.5 Deleted.

3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.

3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical tenders and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/ Contractor(s) or any person acting on behalf of the Bidder(s)/ Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/ Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

4. Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.

4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified form the tender process or the contract, if already awarded, can be terminated for such reason.

5. Deleted.

6. Sanctions for Violations

1.Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/ Owner to take all or any one of the following actions, wherever required: -

2.To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.

3.To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable form the money(s) due to the Bidder(s)/Contractor(s).

4.To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against

transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.

5. To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

6. In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.

7. Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (8) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Gurantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).

(iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest. Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

7. Fall Clause: Deleted

8. Independent External Monitors

8.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

8.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s).

The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.

8.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

8.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit tenders for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers/bidders before submitting their written report.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the

documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

11. Other Legal Actions

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

12.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13 The parties hereby sign this Integrity Pact at _____ on _____

Principal/Owner

Bidder(s)/Contractor(s)

Chief Executive Officer

Name of the Officer,

Designation

New Delhi Municipal Council

Witness Witness

1. _____

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE-2

BANK GUARANTEE FORMAT
(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the New Delhi Municipal Council, Palika Kendra, Sansad Marg, New Delhi – 110001, (hereinafter called ‘the council’) having agreed to exempt **M/s Firm name with address** (hereinafter called the said ‘Contractor(s)’) from the demand, under the terms and conditions of Letter of Award No. _____ Dated _____ made between New Delhi Municipal Council **and M/s Firm name** for the **Name of work** (hereinafter called ‘the said Agreement’) of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as ‘the bank’) at the request of **M/s Firm name**, Contractor(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by Council.

2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).

3. We undertake to pay to the Council any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Council under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee, or till 42 months from the date of execution of agreement whichever is earlier.

5. We, Bank name with address, further agree with the Council that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the

said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time ant of the powers exercisable by the Council against the said Contractor(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Suppliers or for any forbearance, act or omission on the part of the Council or any indulgence be the Council to the said Contractor(s) / Suppliers or by any 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 will not be discharged due to change in the constitution of the bank or the Contractor(s).

7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the Council in writing.

8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the Council. Notwithstanding anything mentioned above, Our liability against this guarantee is restricted to Rs. _____ (Rupees _____ Only) and unless a claim in writing is lodged with us with in six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

9. The BG shall be extended in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract on _____.

10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

Dated the _____ day of _____ 200__

For _____
(Indicate name of Bank)