

Request of Proposal for “Selection of Agency for Social Media Management“ForPromotingJabalpur Smart City Limited(JSCL).

Jabalpur Smart City Limited, Jabalpur

Address :ManasBhavan , Jabalpur

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The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf **Jabalpur Smart City Limited** or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement or an offer to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived in relation to the proposed Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP document and obtain independent advice from appropriate sources.

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

Jabalpur Smart City Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process.

Jabalpur Smart City Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.

Jabalpur Smart City Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that JSCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the proposed Assignment and Jabalpur Smart City Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **Jabalpur Smart City Limited** or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Jabalpur Smart City Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

(1) Data Sheet

S. No.	Particulars	Details
	Documents Reference Number	Smart City/PRO/435
1.	Cost of RFP Document(Non- Refundable)	Rs. 5000/-
2.	Earnest Money Deposit	Rs. 50,000/-
a.	Method of Selection	The method of selection is Quality Cum Cost Base Selection (QCBS).
3.	Pre-Bid Conference Time, Date, & Venue	As per NIT
4.	Last date of form purchase online	As per NIT
5.	Last date of submission of tender	As per NIT
6.	Physical Submission	As per NIT
7.	Date of Technical Opening	As per NIT
8.	Date of Technical Presentation	To be notified.
9.	Date of Financial Open	As per NIT
10.	Bid Validity	The Bid will remain valid for 180 days.
11.	Estimate Cost of the Project	Not Disclosed.
12.	Project Duration	12 Months
13.	Joint ventures	Not Allowed

(2) PROJECT PROFILE & BACKGROUND INFORMATION

Project Profile

Rapid urbanization has led to over-stressing urban infrastructure services because of poor resources and inadequacies of the existing systems. Therefore, augmentation of the management facilities and their operation & maintenance in a sustainable manner by urban local bodies would require proper systematic planning, capital investment, introduction of latest technologies which are cost effective. Management is the key to long term economic development and better quality of life. In the present environment when everyone is using mobile and information technology for day to day use Corporation has taken initiative for Development of Web Platform & Mobile Platform for management. It is envisaged that the proposed application will address the issues/problems being faced by Corporation and citizens regarding Management. The Social Media Management will help the Municipal Corporation to make awareness about JSCL's Steps i.e. Swachh Bharat Mission, NULM, PMAY, Jabalpur Smart City Programme etc. and monitor the issues and their resolution at real-time.

Social media has greatly changed the way the public communicates and expectations of the responsibility of government have also shifted. With social media being one of the prominent mechanisms to connect to people directly and in a highly effective manner, social media can be used as an effective tool to solve problems in real-time and using social media to monitor sentiment and help end users and residents.

Social technologies can make networking and engagement with the public simple and powerful, make research faster, provide mechanisms for combating negative publicity, and measure public sentiment to help inform public policy. There is a good deal of opportunity for bidirectional engagement between the government and its citizens.

Jabalpur Smart City Limited intends to implement a full-time dedicated Project Management Unit for Social Media Promotion, Management and Operations on the principles of **Excellence for Social Media as:**

- a. **Engagement** (and Listening): Jabalpur Smart City Limited intends to use social media to pay attention to what people are saying in their areas. Relevant mentions on social media platforms shall help the government respond better to emergencies or other issues that might require government action and also for the fact that engagement through social media promotes civic engagement, ensuring that ability to interact digitally with government would encourage residents to be more engaged with government.
- b. **Education:** Social media shall give the Government a tool to share information in real time, educating constituents about public safety and even promoting events and achievements. Social media shall give constituents a way to educate the government as well: enabling to talk directly to officials about a wide spectrum of concerns, from situational awareness to opinions.
- c. **Efficiency:** Use of social media to spread messages and information to many people, residents and employees alike with relatively little cost and to a wide spectrum.

d. **Elevation:** In a culture in which people expect to communicate and conduct all transactions digitally, at any time or place, and through any electronic device, we intend to use social media to reach the virtually continuous demands of residents. Social media can, in effect, elevate a resident's needs to the centre of the universe, where government can see and respond to them quickly.

e. **Entertainment:** We also intend to use social media to help promote JSCL's activities, recreation and pride —holidays, festivals, programs etc.

JSCL's websites, Social Media and public information offer great benefits to citizens and governments. Such benefits, however, cannot be realized without websites, portals and social media information not readily usable due to technical or operational issues, or due to quality mismatch.

This project envisages maximum usability of social media, government websites, portals and other information content in Jabalpur. The increasing use of information and communication technology (ICT) and Internet has become prominent and has the potential to change fundamentally how organizations work. Social Media, Government websites and content provide a platform for efficient communication and access to public information. They are a useful tool to transparency and democracy as they enable citizens to easily interact with their governments.

Despite the importance of JSCL' websites and content in JSCL-citizen relationship, the same has multiple access issues which therefore reduce their usability and this in turn hampers the role JSCL websites and information content would play in delivering services to citizens. Because accessibility is an element of web and content usability, there is a strong need of expert technical, operational and content management services to curb the problem of usability with JSCL websites and content and also ensure the quality of delivery and standardization of content through websites, portals and other media.

1.1 . Objectives

- i) The main objective of the assignment is to create a Digital Promotion vision along with formulating and implementing a Digital Marketing Strategy for the Promotion of Jabalpur Smart City Limited.
- ii) To Raise awareness about Jabalpur Smart City Limited, its facility Management Services(FMS)/ Capacity Building initiatives.
- iii) Highlight the role Jabalpur Smart City Limited's under "**Make in India**" , "**Swachh Bharat Mission**",**NULM,AMRUT,HFA,PMAY**,"**JabalpurSmart City**" etc. Programmes of Govt. of India.
- iv) Make People aware about about Various facilities provided by role Jabalpur Smart City Limited.
- v) To create a simple and user – friendly system for exchanging ideas and Feedback.

Towards achieving the above objectives, JSCL intends to commission a professional agency for Social Media Management for an period of Oneyearsubject to monthlyreview and with the provision that services of the agency may be dispensed with at any time, giving one month notice, in the event of non-performance, under performance or any other reason which would be specified.

2. Eligibility Criteria: -

S. No.	Parameter	Max. Marks	Required Document
1	Company Competence (Refer below table for detailed point system)	10	Audited Financial Statement/Auditor Certificate to be submitted.
2	Number of fulltime employees	5	Self-Attested Certificate
3	Overall Relevant experience in Social Media Management for Government / PSU/ Private in Last 5 Years	50	Proof of experience in the form of client citations/work orders to be submitted.
4	Qualifications, experience and skill sets of the team proposed to be associated exclusively for current requirement by JSCL (15	CV of the Proposed team and Composition of team
5	Presentation by bidders, to explain Approach & Methodology including but not limited to the following:- <ul style="list-style-type: none"> • Proposed brand vision and digital marketing strategy presented for JSCL. • Proposed Strategy (Cost effective & Viable) • Content Development Strategy • Innovative ideas and suggestions 	20	Methodology and Approach, Detailed Project Plan, Quality of service etc.
Total Points/Marks		100	
Cut off Points for Qualifying		70	

S. No.	Pre- Qualification Criteria	Supporting Document
1.	The bidder must be a company registered in India under the Companies Act, 1956 since Last 3 years.	Certificate of Incorporation.
2.	Bidder should have an average annual turnover of Rs. 50 lacs. or currency equivalent during the last 3 financial years from IT components and services.	Copy of audited financial Statements for last 3 financial years. Certificate from CA for revenue from IT components segment
3.	The bidder must have a valid with ISO.	Copy of certificates.
4.	Bidder should have experience of Social Media Management Projects implemented in any Ministry/State/ Central Govt. / UT Administration/ Semi-Government Organization/ PSU/Reputed Private limited Firm in the last 5 years. Bidder Should have at least one project of Social Media Management which value is 20 lacs	Copy of Work Orders

5.	Bidder should have minimum 20 fulltime employees working on Software Development & IT services	Self-Attested Certificate (signed by Company Secretary/ HR Department) to ensure rolls of the company
6.	Joint ventures or Consortiums or Sub contracting are NOT allowed to bid or meet the above eligibility criterion. Bidder should bid on own strength and meet all eligibility criterions.	Self-Attested Declaration on company letter head (signed by Authorized Signatory)
7.	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry/State/ Central Govt./ UT Administration/ Semi-Government Organization/ PSU.	Self-Attested Declaration on company letter head (signed by Authorized Signatory)
8.	The bidder should be registered with the VAT, Service Tax department and carry a valid PAN/ TAN Number, Sales Tax /TIN No.	Copy of the certificate of Service Tax Department, PAN/TAN Number, Sales Tax/ TIN No.
9.	Letter of Authorization Signed by Managing Director or Board	Original copy should be signed and notarized in a legal bond paper
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3. Evaluation:

Technical Evaluation Committee (TEC) formed by the department will evaluate both technical & commercial bids. Bidders who have qualified Pre-Qualification Eligibility Criteria of this RFP document shall be evaluated and scored by the Technical Evaluation Committee based on the basis of technical evaluation criteria mentioned in table below, assessing each bidder's ability to satisfy the requirements set forth in the document. **The minimum marks for qualifying through the technical evaluation round are 70 out of 100.**

a. Detailed Marking System

1	Company Competence			10
1.1	Annual Turnover - Prime bidder's average annual turnover for the 2013-2014, 2014-15 and 2015-2016. Audited Financial Statements/ Auditor's certificate to be submitted.			5
	50 laces (3 Marks)	Between 50-75laces (4 Marks)	Greater than 75 laces (5 Marks)	
1.2	Certifications			5
			ISO Certificate	
2	Number of fulltime employees working on Social Media Management services			5
	Below 20 (0 Marks)		Above 20 (5 Marks)	5
3	Experience of implementing Social Media Management in any Ministry/State/ Central Govt./ UT Administration/ Semi-Government Organization/ PSU/Private.			50
	1 Projects (10 Marks)	3 Projects (30 Marks)	5 and above Projects (50 Marks)	
4	Qualifications, experience and skill sets of the team proposed to be associated exclusively for current requirement by JSCL			15
4.1	Qualification			5
4.2	Experience			5
4.3	Skill Set			5

5	Technical Presentation	20
5.1	• Proposed brand vision and digital marketing strategy	5
5.2	• Proposed Strategy	3
5.3	• Content Development Strategy	2
5.4	• Innovative ideas and suggestions	10

Note:

- a. The documents required as proof for technical marking must be submitted as client citations or work orders or letter of declaration signed by the client.
- b. Bidder should give presentation (approx. duration of 20Minutes) with respect to above technical evaluation criteria after opening of the Technical Bid.
- c. The tender evaluation committee reserves right to visit bidder’s customers where such a similar project execution has taken place.

b. Evaluation and comparison of bids

Technical bid evaluation will be completed prior to any financial bid is being opened. Any condition of the Bidders sent along with the bids, if any, shall not be binding on Jabalpur Smart City Limited and liable to be rejected. Bids will be evaluated by an Evaluation Committee formed by the Authority.

Bids shall be evaluated on a Quality and Cost Based Selection (QCBS) basis. Bids shall be ranked according to their combined technical score (S_t) and financial score (S_f) using the formula ($T =$ the weight given to the Technical bid = 70%; $P =$ the weight given to the Financial bid = 30%; $T + P = 100\%$): **S (Final Score) = $S_t \times T + S_f \times P$** . Contract will be awarded to the Bidder scoring highest Final Score (S).

- I) **Technical Bid Evaluation:** Only those Bidders who have fulfilled the pre-qualification criteria will be evaluated further. The cut-off marks for short-listing based on the technical evaluation is 70% of total marks. Based on the bid evaluation, only technically qualified Bidders scoring equal to or more than cut-off marks shall be short-listed for evaluating their financials bids. Consequent on evaluation, if less than two Bidders qualifies the technical evaluation, the authority at its discretion may relax the norms for technical evaluation.

Bid marks (S_{tm}) shall be assigned to each bid on the basis of following evaluation matrix

as under Technical Bid Score: The Technical; Bid Score ‘ S_t ’ of the Bidder shall be derived

$$S_t = (S_{tm}/S_H), \text{ where}$$

S_t is the Technical Bid Score

S_{tm} = Total technical bid marks of the bidder under consideration

S_H = Highest total technical; bid marks amongst all evaluated bids.

- II) **Financial Bid Evaluation:** Financial bids of only the short-listed Bidders shall be opened. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of prequalified Bids along with their technical scores will be read out. The lowest evaluated financial quote (F_m) will be given the maximum financial score of 100 (one hundred) points. The financial scores (S_f) of the other Financial Proposals will be computed as per the formula: $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest financial quote and F is the financial quote under consideration.

The rates mentioned in the financial bid are to be mentioned in words as well as

in figures. In case of any deviation, the rate quoted in words will be accepted.

4. Earnest Money Deposit (EMD)

Bidders shall submit along with the Proposal an **EMD of Rs. 50000** in the form of demand draft drawn from a Nationalized/Scheduled bank located in India in favor of the Executive Director, Jabalpur Smart City Limited, payable at Jabalpur. Exemption from remittance of EMD and tender document fees for the units holding SSI/NSIC Registration will be considered if an attested copy is enclosed along with tender form. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is cancelled by Jabalpur Smart City Limited.

The EMD may be forfeited:

- If a Bidder withdraws its bid during the period of bid validity.
- In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP document.

5. Performance Bank Guarantee

The selected Bidder shall have to furnish performance security by way of an irrevocable bank guarantee, issued by a nationalized/scheduled bank located in India in favour of the Commissioner, Jabalpur Smart City Limited For an amount calculated@ **3.0%** (Three Percent) of the

- a. Total project cost (including service taxes/VAT) within 25 (Twenty-five) days from the date of issue of Lol. The Performance bank guarantee should be valid till the expiry of warranty period for the solution which will go live at last.

Annexure A: Instructions to Bidders

Introduction	<p>The Bidders are invited to submit a Technical Proposal and a Financial Proposal. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.</p> <p>The Service Provider shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.</p> <p>The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder.</p>
Conflict of Interest	<p>In the event of a conflict of interest, the Service Provider is required to obtain confirmation of 'no objection' from the Jabalpur Smart City Limited in order to bid. Conflict of interest exists in the event of: (i) the supply of services, equipment or works whose specifications were prepared by the bidding Service Provider (individuals and organization's); (ii) the successor to a previous assignment executed by the bidding Service Provider (e.g. implementation of a project for which the Service Provider has conducted a feasibility assessment) ; (iii) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Bidder; (iv) Bidders, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with Jabalpur Smart City Limited e.g. advisory role, team leader; (v) Bidders, suppliers or contractors (individuals and organization's) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and (vi) practices prohibited under the anticorruption policy of the Government of India, the Government of Jabalpur or Jabalpur Smart City Limited.</p>
Disclosure	<p>Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Service Provider or termination of its Contract.</p> <p>Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.</p> <p>Bidder's must disclose if they or any of their sub-Bidders have been convicted of, or are the subject of any proceedings relating to:</p> <ul style="list-style-type: none">• a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;• Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with Jabalpur Smart City Limited, any other donor of development funding, or any contracting authority;• Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
Anticorruption	<p>A recommendation for award of Contract will be rejected if it is determined that the recommended Service Provider has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases Jabalpur Smart City Limited will declare the Service Provider and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in Jabalpur Smart City Limited-financed activities, and Bidders</p>

	will be blacklisted by the Government of Jabalpur.
Only one Proposal	Bidders may only submit one proposal.
Preparation of Proposals Language of Proposals	The Proposal and all related correspondence exchanged between the Service Provider and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
Cost of bidding	The Service Provider shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
Instructions for submission of Proposal	These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents. Proposals must be received before the deadline of the tender. Proposals must be submitted to the address specified and delivered on or before the time specified in the tender.
Documents comprising the Proposal	Bidders shall submit the Technical and Financial Proposal Physically along with EMD. The Technical Proposals will be opened at the date and time specified. The Financial Proposals for all qualifying Technical Proposals will be opened at a date and time intimated after technical evaluation.
Technical Proposal	The Technical Proposal shall contain the following: Annexure B: Technical Proposal Submission Covering Letter Annexure C: Project Detail Sheet Annexure F: Performance Guarantee
Submission instructions	Bidders are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals. The Service Provider shall submit Technical and financial Proposals using the appropriate submission sheets provided in Annexures at the end of this RFP. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
Taxes	The Service Provider may be subject to taxes (such as: value added or sales tax, duties, etc) on amounts payable by the Client under the Contract. Prices in Financial bid should be inclusive of all taxes, duties, levis etc. Except Service tax.
Currency of the	Proposal prices shall be quoted in Indian Rupees.

Proposal

Proposal validity

Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.

A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.

In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Service Provider may refuse the request. A Service Provider granting the request shall not be required or permitted to modify its Proposal.

During the Proposal validity period, Bidders shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.

Format and signing of Proposals

These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.

The Technical Proposal & Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to both the Proposals. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposals, except for unamend printed literature, shall be signed or initialed by the person signing the Proposals.

Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

Deadline for submission of Proposals

Proposals must be submitted to the address specified and delivered on or before the time specified.

The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

Late Proposals

The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

Opening of Proposals

The Client will open Technical Proposals on the date and time specified in the RFP.

Opening of Financial Proposals

All Bidders who qualify the technical bid shall be informed in writing, or through standard electronic means, of the date and time for opening of their Financial Proposals. No Proposal shall be rejected at the Financial Proposal opening.

Evaluation of Proposals	Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidders.
Undue influence	Any attempt by a Service Provider to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
Clarification of Proposals	To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Service Provider for a clarification of its Proposal. Any clarification submitted by a Service Provider that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, if required.
Non-conformities, Errors and omissions	<p>The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.</p> <p>The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:</p> <ol style="list-style-type: none"> a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. d. If the winning Service Provider does not accept the correction of errors, its Proposal shall be disqualified
Client's right to accept any Proposal, and to reject any or all Proposals	The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.
Award of Contract Notification	<p>Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidders of the results of the bidding.</p> <p>Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
Negotiations	The successful Service Provider will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Service Provider must have written authority to negotiate and conclude a Contract.

<p>Signing of Contract</p>	<p>The successful Service Provider will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice. Negotiation will include both technical and financial negotiation, depending on the needs of the Client.</p> <p>Promptly after notification, the Client shall send to the successful Service Provider the Contract and the Special Conditions of Contract Pursuant to negotiations, the successful Service Provider shall sign, date, and return the Contract, along with necessary supporting documents, to the Client. All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.</p>
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6. Scope of work

- Agency will be responsible for complete takeover of the existing Social Media channels of the JSCL & may be required to create new channels and accounts in collaboration with respective division/component and manage, set up by deploying persons with requisite qualifications and skills-set.
- Management of Facebook, Twitter, Google+, YouTube, Blogs, Whatsup and other social media identities for the departments/divisions of the Jabalpur Smart City and as well as other convergence projects under Gol.
- The Agency will be responsible for creation of aesthetic and meaningful content in the form of digital slides, graphs/charts, presentations, editing of video/audio clips etc. from the raw inputs received from various components of the JSCL and other sources so as to upload this in all types of social media platforms.
- Uploading of new & other creative contents on various social media platforms such as Face book, YouTube, Google, twitter ,Whatsup etc. or any new platforms/tools emerging in future and ensure enhanced market reach and digital marketing.

- Agency will be responsible to circulation of message regarding awareness of JSCL work insocial media platforms.
- Agency will have to complete target that will given by JSCL for Facebook Likes, Tweet/ make follower on Twitter etc.
- Create social media strategy to increase traffic to sites and applications/services for primary and secondary stakeholders for Jabalpur Smart City Limited.
- Agency will regularly interact with JSCL team and ensure all the information, blogs etc are submitted after approval by department in due time and all JSCL contents are updated.
- Ideate and execute regular topical campaigns related to Jabalpur Smart City Ltd and related sectors .
- Getting to know newer platforms for social media engagement and suggesting strategies to JSCL accordingly.
- Agency has to be regularly involved in 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.
- Generate awareness & buzz about JSCL's activities and engage citizens over initiatives and probe them for participation and spreading it. The persons deployed will have to be in regular touch with concerned officers of divisions for any planned event, new report releases and new schemes launched and publish them online.
- Round the clock running of social media sites, updating, analyzing social media trends, moderation and intervention as and when required
- Feedback/comment management on regular basis, moderation of pages on regular basis to keep the social media site free from spam/advertisement/ inappropriate contents, appropriate tagging etc.
- Expanding the reach & penetration of activities, citizen participation via social media & SEO.
- Manage response on social accounts through setting up standard response management processes in coordination of JSCL's Officials. Feedback, messages and any other communication received from visitors to the sites shall be responded only in consultation with respective department heads or officers concerned from time to time by regular follow ups.

- Agency should ensure that significant posts made by the public on all the JSCL's social networking platforms are monitored on a real time basis and is brought to the notice of the designated JSCL's official on daily basis.
- Agency will have to send all suggestions, comments to JSCL team regularly.
- Agency should be able to provide detailed analytics & reports about Social Media activities on all platforms and people engagements.

Use appropriate Reports to track social media sites of JSCL and monitor the following:-

- I. Monitor social media sentiments.
 - II. Monitor and track overall trends on various social media platforms.
 - III. To generate reports in various formats like graphs, charts etc.
 - IV. Use tools for perfecting.
 - V. Conducting survey as per requirement.
- Agency would also be responsible for advertising of JSCL's various schemes, acts and related activities on the social media platforms.
 - **Gate Keeping:** Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorised advertisements, inappropriate content etc.
 - **Media Tracking:** Use a good industry standard monitoring tool for analysing comments/Remarks about JSCL across online media, including websites, forums, blogs, social media platforms, etc., national and international.
 - **Tagging:** Create relevant tagging & linkages of content on the all platforms.
 - **Photo Bank:** A still Photo Bank with cataloguing needs to be developed consisting of at least 1000 high quality and high resolution aesthetic photographs (Corbis or Getty Images quality) of relevant activities and events.
 - **“JSCL will give monthly assignment in writing at the beginning of the month is to be delivered within the given period and the payment to the vendor will be done on that basis.”**

7. Social Media Management Team and General Eligibility

The JSCL, at no time during the entire project period or through this RFP mandates the minimum number of resources envisaged. The envisaged number of team members is for understanding and calculation purposes only and it shall be the responsibility of the selected bidder to complete the tasks and activities assigned in designated timelines as per the orders. The selected bidder would be required to deploy an appropriate team consisting of members which will be at least as per the below mentioned requirements.

- a) Each member of the team must be a full time employee of the bidder/under contract with the bidder for at least the entire project period.
- b) The selected bidder will not undertake to sub-contract any part of this scope of work to third parties.
- c) The team shall be deployed on an exclusive basis; no resource deployed under this project will work on any other engagement and a declaration for the same shall be provided by the selected bidder.

7.1. Social Media Management Team

The minimum qualifications for the manpower for the project are mentioned in the table below:

Team

Resource	Minimum Qualifications
Social Media Management Expert	<ul style="list-style-type: none">• Minimum Education: MCA/ MBA / B. Tech / B.E./BCA/MSc (CS-IT) from a reputed institute• Total Experience: At least 3yrs. in IT/Media/Advertising/Mass communication organization.• Excellent writing, communication, time management and multi-tasking skills• Experience in public relations, marketing, social media management or business communications.• High levels of integrity, autonomy, and self-motivation.• Excellent analytical, organizational, project management and time management skills
Content Cum Community Manager	<ul style="list-style-type: none">• BA/BS degree in journalism, communications, public relations or related field.• Similar Experience: At least 3: At least 3 Years.• Exceptional and flexible writer with incredible attention to detail.• Outstanding copy editing and content editing experience.• Working knowledge of Microsoft Office Suite programs such as Word, Excel, Power Point• Experience being extremely organized and detail-oriented with strong project and time management skills.• Understanding of public relations, public affairs and marketing communications strategies and tactics
Graphics /Web Designer	<ul style="list-style-type: none">• The technical design team must have at least 3-5 years' experience on design with Flash/ JavaScript/ AJAX/ Adobe Flash/ Silverlight• Prior social media/digital work experience is a must.• Expert proficiency with Illustrator, Photoshop, InDesign and other design programs.• Expert knowledge of all social platforms and the creative limitations on each.• Experience in social marketing, info graphics, advertising, and branded identity development.• understanding of typography, colour theory, and composition principles

7.2. Team Remuneration/Indemnification

The selected bidder shall be liable to do all payment to team including all taxes & duties. JSCL will not be responsible for any liabilities of above said staff.

7.3. Responsibilities of the Selected Bidder and Resources for the Services

i. The selected bidder shall continuously monitor the services being rendered by it, to ensure that these are up to the standards desired by JSCL.

ii. The selected bidder shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/privileges applicable to personnel engaged/employed by it. In case of breach of any law/rules/notifications, applicable to the engagement of employees by the selected bidder, the selected bidder alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney and person(s) engaged/employed by it, for discharging the obligations under this contract.

iii. The selected bidder shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to JSCL regarding such compliance. An undertaking will have to be given by the selected bidder that only he/it will be responsible for any lapse in this regard.

iv. No relationship of 'employer and employee' shall be entertained between the JSCL and the team engaged by the selected bidder.

v. The selected bidder shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work requirement of JSCL.

vi All required tools like Hardware, Software, Network Connectivity, Manpower, any Office place will be self-managed by the selected bidders JSCL will not provide at all.

vi. The selected bidder shall submit their experience certificates of the team to JSCL, regarding the work done by them in the last one year, and shall also verify and certify their satisfactory character and antecedent records.

8. Implementation Timeline

Milestone	Deliverables	Action Owner	Timeline
I	<ul style="list-style-type: none"> Inception Report Preparation & Submission of detailed plan of action 	Service Provider	T+1weeks
II	Content Creation & Deployment	Service Provider	Continuous Work
III	Updating, Maintenance, New Content Creation	Service Provider	Continuous Work

9. Payment Schedule:

Corporation will liable to pay the payment on quarterly basis.

Annexure B: Technical Proposal Submission Covering Letter

[Location, Date]

To: [Name and address of Client]

Dear Sir/ Madam

We, the undersigned, **Request of Proposal for Selection of Agency for Social Media Management For Promoting Jabalpur Smart City Limited.**,in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that we have read the Instructions to Bidders included in the RFP, and abide by the same [In case of any declaration, reference to concerned document attached must be made].

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

We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Annexure C: Project Detail Sheet

Assignment name:	Approx. value of the contract (in current Rs):
Country:	Location within Country:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs.):
	No. of person-months provided by your firm:
Start date (month/year): Completion date (month/year):	No. of professional person-months provided by the JV partners or the Sub-Bidders:
Name of Joint Venture partner or sub-Bidders, if any:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent¹	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Name of Firm:	

Annexure E: Standard Contract Document

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: [Insert Title of Consulting Services]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made

BETWEEN: [insert Client] (hereinafter referred to as 'the Client')

AND: [name of Service Provider – this should be the lead firm in case of association.

[Please insert the name of the Bidder's representative and communication address of the Bidder]

WHEREAS:

A. the Client requires the Service Provider to provide the services as defined in Scope of Work ('the Services') to Jabalpur Smart City Limited, Jabalpur M.P. and

B. the Service Provider has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

- RFP- instructions to Bidders
- Scope of Work
- Annexure B: Technical Proposal Submission Covering Letter
- Annexure C: Project Detail Sheet
- Annexure-D: Commercial Proposal
- Annexure E: Standard Contract Document
- Annexure F: Performance Guarantee

This Contract constitutes the entire agreement between the Parties in respect of the Bidder's obligations and supersedes all previous communications between the Parties.

2. Contract Signature

If the Original Form of Contract is not returned to the Jabalpur Smart City Limited (JSCL) duly completed, signed and dated on behalf of the Service Provider within 30 days of the date of signature on behalf of the Client, Client, will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Service Provider under this Contract until a copy of the Form of Contract, signed on behalf of the Bidder, is returned to the Jabalpur Smart City Limited

3. Commencement and Duration of the Services

The Service Provider shall start the Services on *[insert start date]* ('the Start Date') and shall complete them by *[insert end date]* ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed *[insert total amount in numbers and words]* inclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit').

5. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Service Provider of its obligations under this Contract.

For and on behalf of Client

Name:

Date:

For and on behalf of Bidder

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS & INTERPRETATION

1. Definitions

- 'The Bidder' means the person(s), partnership(s) or company (ies) with whom this Contract is placed.
- 'The Bidder's Representative' means the person named who is responsible for all contractual aspects of the Contract on behalf of the Bidder.
- 'The Bidder's Personnel' means any person instructed pursuant to this Contract to undertake any of the Bidder's obligations under this Contract, including the Bidder's employees, agents and sub-Bidders.
- 'Sub-Bidder' means any natural person, private or government entity, or a combination of the above, to which any part of the Services is subcontracted by the Bidder.
- 'The Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- The 'Equipment' is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs. 10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Service Provider cannot reasonably be expected to provide, and which are financed or provided by the Client for use, by the Bidder.
- 'The Financial Limit' refers to the amount specified in Annexure D and is the maximum amount payable by the Client under this Contract.
- 'The Services' means the services set out in the Scope of work.
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Service Provider as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Service Provider at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Service Provider are conducted in accordance with the wishes of that person.

2. Interpretation

Nothing in this Contract is intended to make nor shall it make the Client, the employer of the Service Provider or any of the Bidder's Personnel.

All communications by the Service Provider relating to notifications or applications for consents or instructions must be addressed to the Jabalpur Smart City Limited ,ManasBhavan Jabalpur .

OBLIGATIONS OF THE BIDDER

3. Obligations

The Service Provider shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Sub-Bidders

The Service Provider shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

If, having obtained the Client's consent, the Service Provider sub-contracts any of its obligations, the sub contract shall:

- a) provide that payments due to the sub-Service Provider shall be made within 15 days from receipt of funds from the Client; and
- b) Include rights for the Service Provider and obligations for the sub-Service Provider to ensure that the Client's rights to require replacement of personnel and the Client's rights and the Bidder's obligations as set out in Clauses 3 (inclusive) can be enforced against the sub-Bidder.

5. Disclosure of Information

The Service Provider and his Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

6. Intellectual Property Rights

All intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Service Provider or the Bidder's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of Jabalpur Municipal Corporation and the Government of Jabalpur, and are hereby assigned by the Service Provider to Directorate and the Government of Jabalpur.

The Service Provider hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source of customized code and object code format.

7. Confidentiality

Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a. Information that is already known to third parties without breach of this Contract; and
- b. Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

8. Access and Audit

The Service Provider shall keep accurate and systematic accounts, files and records (the

Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Service Provider shall keep the Records throughout the duration of this Contract and for seven years following its termination.

The Service Provider shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Service Provider shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.

Where it is found by the Client that any overpayment has been made to the Bidder, the Service Provider shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

9. Corruption, Commission and Discounts

The Service Provider warrants and represents to the Client that neither the Service Provider nor any of the Bidder's Personnel:

- has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Service Provider or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

Neither the Service Provider nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

10. Conflict of Interest

Neither the Service Provider nor any of the Bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

The Service Provider and the Bidder's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

11. Insurances

The Service Provider shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

At the request of the Client, or its representatives, the Service Provider shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

12. Indemnity

Except where arising from the negligence of the Client or Client's employees, the Service Provider shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Service Provider or the Bidder's Personnel or any claims made against the Client by third parties in respect thereof.

PRICE & PAYMENT

13. Applicable Provisions and Financial Limit

Unless different provisions are substituted the prices mentioned in commercial Details format (Annexure D) inclusive shall apply in relation to price and payment.

The components which comprise the Financial Limit are set out in the commercial Details format (Annexure D). No expenditure may be incurred in excess of the Financial Limit.

14. Invoicing Instructions

Invoices should be submitted against agreed milestones in accordance with Schedule of Payments.

Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Service Provider becoming entitled to invoice for the payment to which it relates.

15. Payments

Subject to the Client being satisfied that the Service Provider is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid.

If for any reason the Client is dissatisfied with performance of this Contract or there has been an unreasonable delay without client's approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

16. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.

If any tax exemptions, reductions, allowances or privileges are available to the Service Provider in India, the Client shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

Any statutory variation and imposing new tax by government subsequently during the currency of

contract shall be on JSCL account.

Any major variation in the applicable taxes during the tenure of the project will be considered by the JSCL on submission of representation by the service provider with appropriate supporting documents.

FORCE MAJEURE & TERMINATION

17. Force Majeure

Where the performance by the Service Provider of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Service Provider and against which an experienced Service Provider could not reasonably have been expected to take precautions, the Service Provider shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

From the date of receipt of notice given, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.

If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

18. Suspension or Termination without Default of the Bidder

The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Service Provider and giving the reason(s) for such suspension or termination.

Where this Contract has been suspended or terminated pursuant to relative Clause, the Service Provider shall:

- c) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
- d) provide to the Client, not more than 60 days after the Client notifies the Service Provider of the suspension or termination of this Contract an account in writing, stating:
 - i) any costs due before the date of suspension or termination;
 - ii) any costs incurred by the Service Provider after the date of suspension or termination, which the Service Provider necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

Subject to the Client's approval, the Client shall pay such amount to the Service Provider within 30 days of receipt from the Service Provider of an Invoice in respect of the amount due.

19. Suspension or Termination with Default of the Bidder

The Client may notify the Service Provider of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Service Provider to remedy that dissatisfaction and the time within which it must be completed.

Where this Contract is suspended under related Clause 0 and the Service Provider subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a) the Service Provider or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) the Service Provider or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 9 of this Contract; or

The Service Provider is an individual or a partnership and at any time: Becomes bankrupt; or is the subject of a receiving order or administration order; or

Makes any composition or arrangement with or for the benefit of the Bidder's creditors; or Makes any conveyance or assignment for the benefit of the Bidder's creditors; or

- c) The Service Provider is a company and:an order is made or a resolution is passed for the winding up of the Bidder; ora receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.
- d) The Service Provider is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.

Where this Contract is terminated in accordance with this Clause, the Service Provider shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

GENERAL PROVISIONS

20. Variations

No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled '*Contract Amendment No.* '. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Annexure A.

Notwithstanding anything mentioned in this Contract, the client reserves the right to make any alterations/amendments to the terms of the contract including the 'Terms of reference' in furtherance of or to be in conformity with any relevant Government note/ guidelines/notification or any other statutory/quasi statutory instrument in the nature of the aforementioned; which is/are brought in force during the subsistence of the contract. Any amendment shall only be for the stated purposes and due notice will be given by the client.

21. Assignment

The Service Provider shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Bidder, any of its rights or obligations under this Contract or any part, share or interest therein.

22. Limit of Liability

Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Service Provider or the Bidder's Personnel the Bidder's liability under this Contract shall be subject to the amount of the Financial Limit.

23. Law and Jurisdiction

This Contract shall be governed by the laws of Republic of India.

24. Amicable Settlement

This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.

The decision of the arbitrator shall be final and binding on both Parties.

The place of arbitration shall be as stated in the Special Conditions.

The Technical Proposal, financial proposal and the RFP document shall be deemed to be part of this contract.

25. ARBITRATION

The place of arbitration shall be Jabalpur

Annexure

F: Performance Guarantee

8.1 Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Contract No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Client]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Contractor]* (hereinafter called "the Bidder") has entered into Contract No. *[Insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Equipment and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*³, and any demand for payment under it must be received by us at this office on or before that date.

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Contractor]
