



**HUBBALLI DHARWAD SMART CITY LIMITED
HUBBALLI**

REQUEST FOR PROPOSAL

For

**Selection of Integrated Media Management and Public
Relations Agency (IMMPRA)**

Volume I – Bid Document

Indent No: UDD/2018-19/ IMMPRA

TENDER Notification No: HDSCL/SCP Tender/MD/2018-19 dated 04.06.2018

Address for communication:

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ABBREVIATIONS



| | |
|--------|---|
| | |
| HDMC | Hubballi Dharwad Municipal Corporation |
| HDSCL | Hubballi Dharwad Smart City Limited |
| IEC | Information, Education and Communication |
| IMMPRA | Integrated Media Management and Public Relations Agency |
| MD | Managing Director |
| PGR | Public Grievance Redressal |
| PMC | Project Management Consultancy |
| PR | Public Relations |
| SCM | Smart City Mission |
| SO | Special Officer |
| SWOT | Strengths, Weaknesses, Opportunities, and Threats |

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NOTICE INVITING TENDER (NIT)

|   <p>ಹುಬ್ಬಳ್ಳಿ-ಧಾರವಾಡ ಸ್ಮಾರ್ಟ್ ಸಿಟಿ ಲಿಮಿಟೆಡ್ HUBBALLI-DHARWAD SMART CITY LIMITED Special Purpose Vehicle for Implementation of Smart City Project (Registered Company No. CIN : U74999KA2017 PLC101265)</p> | | | | |
|---|----------------------|--|------------------|----------------------|
| No: HDSCL/SCP Tender/MD/2018-19 | | Date : 04.06.2018 | | |
| E- Tender Notification on Hubballi-Dharwad Smart City Project | | | | |
| Advt. No. 22/2018-19 Date : 04-06-2018 | | | | |
| 1. Hubballi-Dharwad Smart City Ltd (HDSCL) invites the bid from eligible bidders through E-procurement under Karnataka Public Procurement & Transparency Act 1999-2000. | | | | |
| Sl. No. | Indent No. | Name of work | EMD Amount (Rs.) | Period of completion |
| 1 | HDSCL/2018-19/IMMPRA | Request For Proposal For Selection Of Integrated Media Management And Public Relations Agency (IMMPRA) For Hubballi Dharwad Smart City Limited (HDSCL) | 80,000 | 24 months |
| 2. The bidders have to participate through online procurement only. The website for "ONLINE BIDDING" is http://www.eproc.karnatak.gov.in . 3. All the bid documents can be seen and obtained from website http://www.eproc.karnatak.gov.in . 4. All the payments to be made through E-Procurement only. 5. RFP documents will be available for bidding on above website from Date : 04.06.2018 onwards. 6. The last date for submission of tender document is 04.07.2018 by 4:00 pm. 7. Technical Proposal will be opened on 07.07.2018 at 11:00 am. 8. Pre-bid meeting will be held on 15.06.2018 at 11:00 hours at the HDSCL Office, IT Park, 4th Floor, E Block, Hubballi-580029. 9. Other details can be seen in the bid documents. 10. Any information on Addendum / Corrigendum / Cancellation of tender can be seen in the said website. 11. For further details please contact Special Officer, Hubballi Dharwad Smart City Limited, Hubballi during the Office hours on Telephone No : 0836-2355331 information can also be obtained from website: http://www.eproc.karnatak.gov.in and smartnet.in | | | | |
| Sd/- Executive Engineer (Project.) HDMC, Hubballi | | Sd/- Superintending Engineer HDMC, Hubballi | | |
| Sd/- Managing Director Hubballi-Dharwad Smart City Hubballi | | | | |

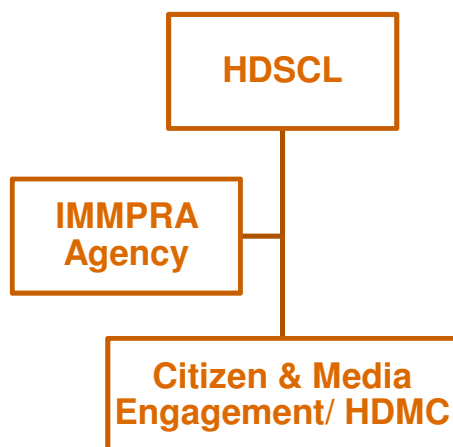
1. TERMS OF REFERENCE

1.1 a. Introduction

Twin City of Hubballi-Dharwad participated in the Smart City Challenge (Phase 2) and is one of the 20 shortlisted cities by MoUD for implementing Smart City projects. The selected Smart City Proposal is to leverage the available resources and focus on larger development amounting to large share of public investment for smart implementing smart solutions. The SCP has a compelling vision of improving public life through quantum jump in quality of services, simplifying governance and aligning incentives of city functionaries.

The Special Purpose Vehicle (SPV) for smart city projects at Hubballi Dharwad, the Hubballi Dharwad Smart City Limited (HDSCL) invites reputed agencies for developing and executing a Strategy Plan that involves Management of Media Marketing and Public Relation Engagement for promotion of smart city projects of Hubballi Dharwad.

The Integrated Media Management and Public Relations Agency (IMMPRA) shall function under the instruction of the HDSCL. The engagement of IMMPRA is for a two year term.



1.1 b. The Objectives of IMMPRA

1. Carry out the functions of IMMPRA - Strategy Plan in accordance with HDSCL
2. Drive consistent and active participation of media, public and all stakeholders to generate awareness of projects and important civic issues
3. Undertake constant feedback mechanisms through discussions and field-level civic activities for the improvement of smart city and manage grievance redressal on the social media platforms
4. Assist in exchange of best practices knowledge from other smart cities/other projects across globe, for strengthening the HDSCL projects
5. Spread the importance of smart city projects of Hubballi Dharwad through media publicity at City, State, National And International levels
6. Publish best practices of HDSCL/Hubballi Dharwad projects for influencing its replication to other cities
7. Generate visibility and credit for Hubballi Dharwad projects through nominations at suitable award/recognition platforms
8. Train the HDSCL staff parallelly in developing their own team towards delivering the above objectives, which will act as implementation support to the selected agency.

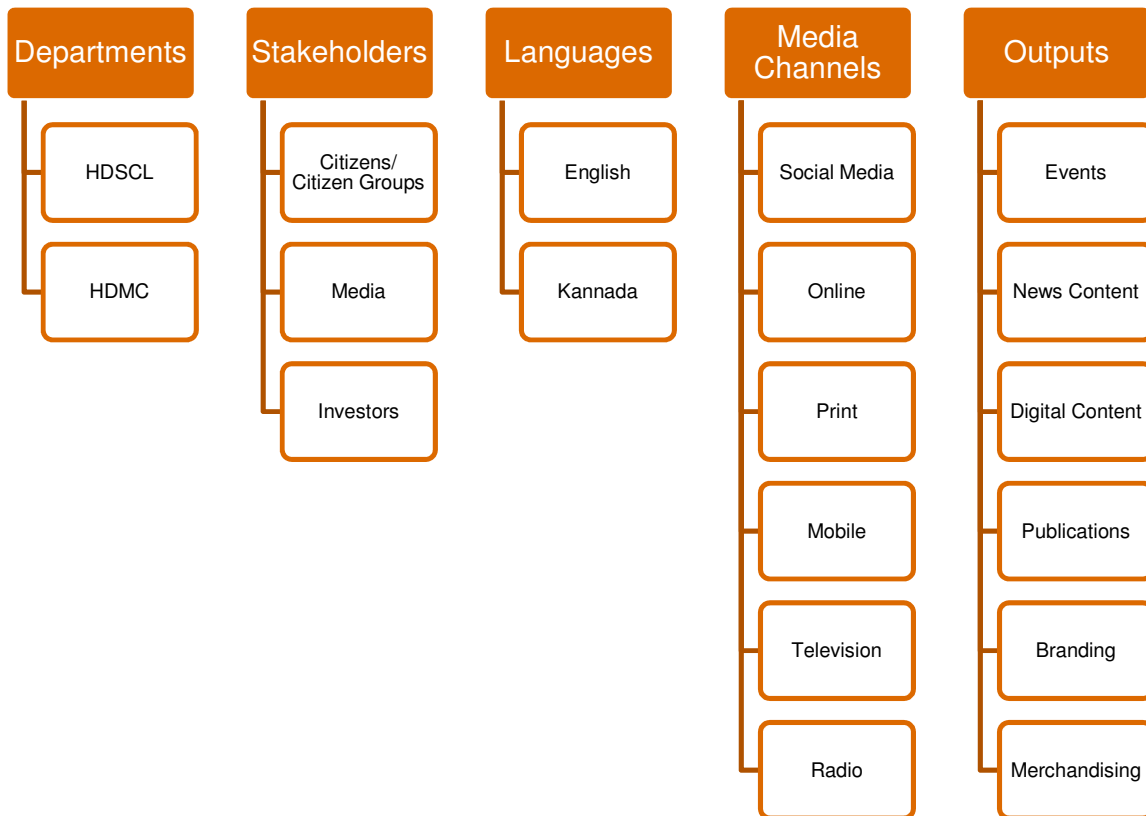
9. Overall, contribute towards a sustainable Hubballi Dharwad city by integrating the work being done by SPV, Project Management Consultancy and other complementing projects to smart city for the improvement of standards of Smart City Livability Indicators
{Refer: <http://smartcities.gov.in/upload/uploadfiles/files/LiveabilityStandards.pdf>}

1.1 c. Key Characteristics of an IMMPRA

1. Work closely with HDSCL, with the Key Personnel preferably located within or near the same premises of HDSCL.
2. Function by stringently following the IMMPRA – Strategy Plan and actively contribute to ideas for the betterment of objectives laid out for the agency.
3. Follow the communication/creative guidance provided by Team Leader or Communications Specialist of Project Management Consultancy, as per the instructions of Managing Director / Special Officer, HDSCL.
4. Deliver timely, effective, creative and innovative approaches and outputs through designated staff and well-equipped infrastructure facilities.

1.2 Brief Scope of Work

The Hubballi Dharwad Smart City Limited expects the agency to function for a period of two years with two broad visions – (i) wider publicity of the progress and best practices of smart city projects through various media platforms, appropriate branding and merchandising and, (ii) active engagement of key stakeholders like Citizens, Media and Investors for project upliftment through their ideas and feedback.



1.2 a. Existing Situation of Public Relations and Media Engagement

The Key Personnel of agency are expected to function from HDSCL premises or as allotted by HDSCL.

HDSCL at present have the following information network channels that requires upgradation and management by the agency:

- i) Website: www.hubballidharwadsmartcity.com
- ii) Facebook: <https://www.facebook.com/hubballidharwadsmartcitylimited>
- iii) Twitter: <https://twitter.com/hdsmartcity>
- iv) Instagram: <https://www.instagram.com/hubballidharwadsmartcity/>

1.2 b (i) IMMPRA - Strategy Plan

The IMMPRA should prepare an effective Strategy Plan for Management of Media Marketing and Public Relation Engagement for HDSCL for two years with a vision to uplift the positive impact of Hubballi Dharwad smart city projects among various city stakeholders through community engagement activities around the projects, which are constantly publicized through various media platforms. This output shall provide an overarching framework and strategy to carry out IEC and Branding activities in the twin cities of Hubballi Dharwad along with action items to be undertaken with timelines. The Agency shall prepare a log-frame to monitor the progress on input, output and outcome indicators. The strategy should be specific to various mission and events as specified by the client.

The plan must include a Training Calendar for the agency to train the HDSCL recruited staff for content writing, social and online media management and public relations and media engagement. This team of trained staff of HDSCL which will act as implementation support to the agency.

1.2 b (ii) Objectives to frame a IMMPRA - Strategy Plan

Knowledge dissemination, public awareness, stakeholder discussion on:

1. **Promote the concept of standards of the livability indicators under the Smart City Mission** through media awareness and engagement activities of all stakeholders and beneficiaries of smart city projects. Thus, a livable environment of a knowledgeable and participatory society can endorse smart city projects.
2. **Economic Viability** – Assist HDSCL to conduct economically beneficial public awareness activities around the smart city concept or under HDSCL branding on skill trainings, economic welfare and employment generation schemes of Government. The citizens volunteering for project maintenance and monitoring can be rewarded, by coordinating with some CSR opportunities.
3. **Environmental awareness Sustainability** – Assist HDSCL to conducting awareness and field activities to spread awareness on the environmental viability concepts adopted in the smart city projects.
4. **Social Equitability** – Assist HDSCL to conduct awareness and activities to spread awareness on the social equitability elements adopted in smart city projects of HDSCL.
5. **Transparency** – Creating active platform under HDSCL branding for easy access and constant sharing of data and ideas to the citizens of Hubballi Dharwad: about the city & its resources and the status and progress of smart city. This empowers the citizens with right knowledge on city development and assures trusted involvement of citizens and stakeholders for smart city projects.
6. **Democratic Governance Engagement Model** - Involving all the 3 tiers of Governance - Citizen, Bureaucracy and Political wings in power, along with the media and private sector investors for selective or majority of HDSCL events, for greater acceptability of smart city projects. Such democratic engagement activities will largely influence the essential advocacy across projects.

Note: The location for various promotional events can be in and around smart city project areas

1.2 c. Event Management under IMMPRA - Strategy Plan

1. **Events Planning:** The agency shall identify and propose events to be taken up by the authority. The agency shall be responsible for conceptualizing, planning and budgeting for the events to be taken up by the authority. It may include but not limited to activities such as seminars, conferences, rallies, drives, roadshows, street plays, thematic / cultural / sports events, competitions, awards, etc.
2. **Promotion & Media management for Events:** The agency shall promote all the existing events that are happening in the city and shall also promote the newly identified events that are taken up. The agency shall also assist the media management during events which includes photographs, narratives, etc.
3. **Event Calendar:** The agency shall prepare an event calendar combining all the existing and new events.
4. **Coordination with Event Management Agency:** The agency shall coordinate with the respective event management agency to guide and monitor them for smooth execution of the events taken up by the authority.
5. **Coverage of the events:** The agency shall manage the tracking and submission of online, print & electronic coverage of the events.
6. **Content Designing:** Designing and printing of creatives for various events. However, printing of flyers, posters, banners, hoardings, flex etc. for the events shall be undertaken by the authority, subsequently cost of printing shall be borne by the authority.

1.2 d. Media Management under the IMMPRA - Strategy Plan

1.2 d (i). Objective

The agency must identify the appropriate media or a combination of different media for the best representation of the projects and various promotional activities involving communities and stakeholders, with a vision to:

- a. Strengthen the awareness and encouragement on the effective utilization of smart city projects for the beneficiaries
- b. Strengthen the media engagement Locally, Nationally and Internationally
- c. Strengthen the civic engagement in Hubballi Dharwad smart city through publications focusing on quality public awareness around projects and civic issues in and around project areas
- d. Strengthen the process of exchange of ideas and best practices from other smart cities and established projects.
- e. Strengthen the unified voice of media towards righteous acceptance of smart city developmental works
- f. Strengthen the publication of the projects through conferences, workshops, media coverages and publications (minimum 1 quarterly national coverage).

1.2 d (ii). Functions of Agency under various Media Platforms

(i) Digital Media

- a. Preparation of short audio-visual script/content on every smart city project, especially focusing on its best practices and its related civic engagements conducted by HDSCL

- b. Upload all digital representations of projects and corresponding promotional activities on YouTube; and its link to be shared across other media platforms for telecasting and wide-spread publicity
- c. Make qualitative Power Point Presentations on every project and its promotional activities, for smart city representation during HDSCL related meetings, conferences, etc.
- d. Make Creative contents for various events in an innovative, eco-friendly and cost effective manner
- e. Release of various advertisements through print and electronic media.
- f. Help to take forward the citizen/other perception online survey/poll analysis creatively to publication platform
- g. Update consistently the website and social media sites of HDSCL with well credited digital data
- h. Assist HDSCL in developing qualitative stand-alone major videos on a quarterly or half yearly basis, on overall projects, etc. along with any expertise within agency or in coordination with an external agency, representing smart city projects of Hubballi Dharwad for online media, YouTube, etc.

(ii) Print Media

- a. Engage the Vernacular/Regional/National media on issues of importance to HDSCL & HDMC
- b. Organize regular media gatherings/conferences on various topics time to time
- c. Deliver timely news by coordinating with media houses – both Kannada and English
- d. Coordinate with reputed national mainstream Hindi media for quarterly coverage of minimum one article on HDSCL smart city projects.
- e. Encourage HDSCL Board members, consultants/employees, investors and city's literary figures and important celebrities to write on various smart city projects / initiatives
- f. Ensure regular and good National/International visibility and promotion through appropriate media coverages for HDSCL/HDMC projects and activities
- g. Ensure that National and State level news coverages of HDSCL's smart city projects are with mutual discussion and consent from project leaders and HDSCL authorities
- h. Assist HDSCL to engage students as intern/volunteer writers for project promotions by helping to publish their blogs, creative talents to appropriate media platforms
- i. Assist HDSCL to conduct Youth/Yuva Melas with media experts at educational institutions promoting, good governance and civic engagement concept around smart city program

(iii) Online Media

- a. Design a strategy to utilize HDSCL Websites for greater reach and dissemination of information of various projects and activities of HDSCL
- b. Establish a citizen friendly and interactive HDSCL website, by creating a platform for receiving the feedback from citizens for improvement of project scope
- c. Establish good network among many online sites and Government/organizational websites related to smart city mission, and regularly update HDSCL progresses through blogs and data (MyGov.in, other smart city related websites, etc.)
- d. Establish good network among many online media houses to publish HDSCL projects
- e. Help PMC by identifying the National/International best practices related to smart city projects for project improvements
- j. Assist HDSCL by encouraging Board members, consultants/employees, investors, and city's literary figures and important celebrities to write on various smart city projects / initiatives

- f. Share the link of the audio/visual content (project videos /short documentary movies) around smart city projects on concerned and other potential online media platforms

(iv) Social Media

- a. Leverage the existing social media channels of HDSCL and set up newer platforms
- b. Follow the objectives of the IMMPRA - Strategy Plan like adhering to concepts of transparency and democratic engagement, by creating an interactive medium for social media users
- c. Design a strategy to utilize HDSCL & HDMC social media platforms for greater reach and dissemination of information of various projects and promotional activities of HDSCL; and for receiving the feedback from citizens for improvement of project scope
- d. The link to the audio/visual content (project videos /short documentary movies) around a smart city project created by agencies or the short documentary movie produced through external agencies, must be uploaded on YouTube; the link to be widely shared on all concerned social media and other platforms.
- e. Advise appropriate action after monitoring the social media conversations around HDSCL & HDMC and its projects and activities (*Social Media Intelligence*)
- f. Conduct timely research on key topics and areas of interest using analytics of social media and inform HDSCL & HDMC on key trends (*Social Media Analytics*)
- g. Spread project awareness to maximum number of online population and institutionalize this process by training the active social media student volunteers from Hubballi Dharwad identified by HDSCL. (*Social Media activism*)

(v) Mobile Media

- a. Assist HDSCL in collating the database of consumers of mobile device and smartphone from different sources
- b. Utilize actively the database to effectively communicate on products or services related to smart city project
- c. Carry out the requisite survey methodologies to capture the citizen/project beneficiary perceptions at various stages of the projects as required by HDSCL/HDMC
- d. Utilize the mobile advertising spectrum for interactive advertisements towards pre-event promotions, citizen surveys, publicity of event proceedings, digital data publicity, etc., through Bulk short message service (SMS) text and Bulk E-Mails (Mobile marketing)
- e. Advertise the Mobile media to all potential stakeholders of smart city program like educational institutes, active civic groups and IT firms

(vi) Television

- a. Assist HDSCL to promote the best practices and progresses at every phase of project in news and special programmes of television (TV) media
- b. Coordinate with TV media, to live-stream the community engagement events around smart city from venue
- c. Identify slots to convene quarterly interviews in TV media on smart city projects by HDSCL authorities, experts, celebrities, or any important stakeholders - to highlight the positive impacts of the smart city project on the city and citizens
- d. Identify special slots in local cable channels to cover the interviews of officials / consultants of HDSCL and Corporator of a ward which has a smart city project – to highlight the best practices of a smart city project and its impact on the city and citizens

- e. Identify quarterly engagement mode with television in a cost-effective manner like customized sponsored program, intensive awareness program, SME interviews, etc.
- f. Share the audio-visual content of promotional events with TV media on the same day for telecasting; and upload the YouTube link of TV coverages on concerned online and social media platforms
- g. Convene a quarterly interaction with television Ensure all possible ways for best promotion of Hubballi Dharwad smart city projects and promotions through television media;

(vii) Radio

- a. Disseminate the pre-event information of various events, especially campaigns and competitions through FM/AM radio channels.
- b. Engage frequently with radio broadcasters in a cost-effective manner - customized sponsored program, intensive awareness program, SME interviews, etc.
- c. Identify appropriate slots to convene quarterly interviews of HDSCL authorities, smart city consultants/experts, celebrities, Corporators concerned to smart city project - to address on projects and the positive impacts of the projects on city and citizens
- d. Assist in promotion of projects and events Live from venue by radio jockeys
- e. Find all possible ways to ensure best promotion of Hubballi Dharwad smart city projects and other good works through radio

1.2 d (iii). Content Development for Publications

Content development is of core importance in the communication strategy and hence IMMPRA must be prudent and careful in drafting the news, creatives to be in line with the IMMPRA - Strategy Plan, the principles of Smart City Mission and requirements from authority.

The most important aspect for a successful communication would be to develop content in both Kannada and English language – especially for events; and the agency must create a working participatory network with local/vernacular media. The agency must coordinate with reputed national mainstream Hindi media for minimum 1 quarterly coverage in a year.

- a. Prepare press release, news articles, messages, write-ups and features for publications on mainstream print media in consultation with HDSCL
- b. Design books, brochures, folders, newsletter, posters, advertisements, creatives, hoardings, etc. in consultation with HDSCL (ensure materials used for promotions are only eco-friendly and reusable)
- c. Produce online creatives in rich text media
- d. Prepare Power Point Presentations, flash messages, etc. in all digital formats for the various roadshows / Government presentation, award ceremonies, social media, etc.
- e. Replicate creatives produced for print, television, outdoor, online, other media for use, as per the requirement of publications, channels, outdoor sites, websites & portals etc.
- f. Prepare and maintain an inventory of images, video and creatives of HDSCL with a monthly delivery of the same
- g. Prepare questionnaires for various interaction platforms for appropriate delivery of content – online & mobile surveys and expert interviews on TV, radio, etc.
- h. Design and print creatives/illustrations on various aspects of HDSCL for release of advertisement
- i. Undertake any other creative work that may be assigned by HDSCL from time to time

Note:

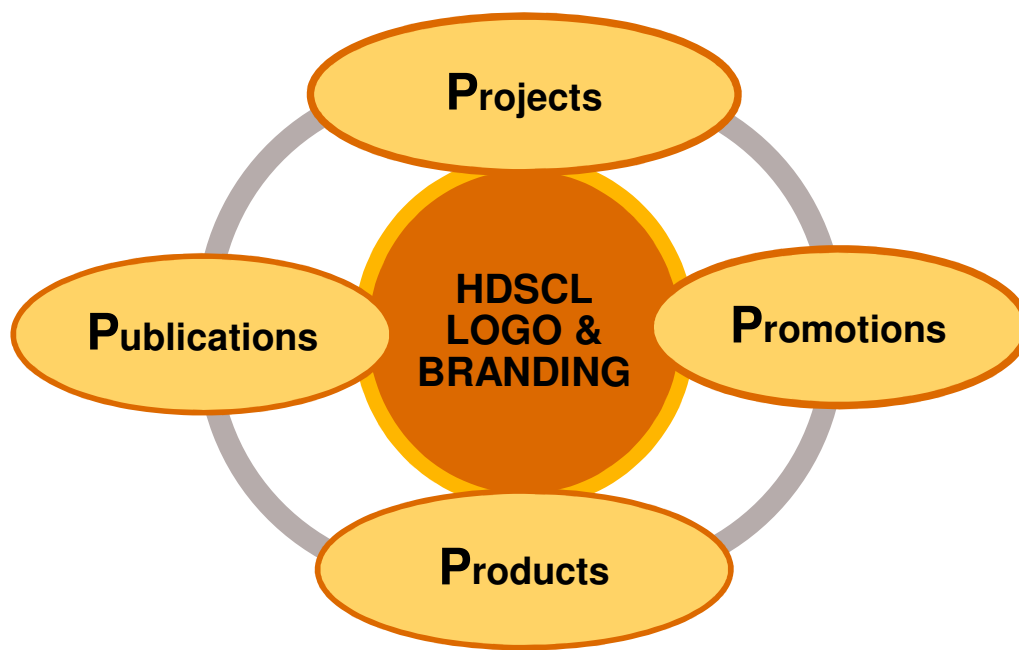
Any publication or communication material to be published in public domain only after approval from Special Officer, HDSCL.

1.2 e. Branding

1. Prepare a comprehensive strategy for branding of Hubballi Dharwad Smart City Limited and city in large, as approved by HDSCL
2. Integrate and complement any existing or ongoing initiatives to be taken up by the authority with the branding strategy
3. The Agency shall collect all necessary data required for development of Branding Strategy; and promotion of branding can be undertaken through competitions.
4. Monitor the presence of, and discussion about, brand HDSCL in social and political circles.
5. Assist Project Management Consultancy (PMC) in creating an exceptional logo, brand name and a creative and assertive names to every promotional events and media articles
6. Assist HDSCL in producing exceptional thematic project videos through creative agencies/expertise and from inputs from PMC and
7. Ensure that the publications of HDSCL reaches National and International media and to smart cities authorities/PMCs; and also to concerned Government departments and their online/social media sites.
8. The indirect applicability of smart city promotion, must be on revenue generation to governing bodies on potential aspects of the city like tourism promotion, conservation of heritage and Western Ghats, literature, etc.

1.2 f. Merchandising

The HDSCL smart city logo and Brand Name must be a core aspect of every representation of its constituents – **4 Ps - Projects, Promotions, Products and Publications**. Public must be able to connect with the righteousness of smart city developmental works through the best marketing options especially the eco-friendly and sustainable goods and services mode.



4 Ps - Merchandising Constituents of HDSCL

1. Design, advertise and promote the following types of merchandise within Hubballi Dharwad, to be mutually agreed with HDSCL:
 - a. Calendars and diaries to government bodies, political leaders, educational institutions, media, etc.
 - b. Coordinate for T-Shirts, caps, bandanas for volunteers during campaigns, especially for Smart City Youth Volunteers and Staff
 - c. Conservation items like – composters, water / energy saving equipments, waste bins, etc.
 - d. All reusable/eco-friendlier - desk accessories, gift items, key chains
 - e. Electronic/phone/computer accessories
 - f. The wall painting events can highlight the HDSCL logos and message on the wall
 - g. A regular column in newspapers and designated programmes in other visual media is a good strategy
2. Any other types of merchandise that the agency believes should be included and offered for sale as the Licensed Merchandise.

1.2 f. Training of the HDSCL Staff

- a. Prepare a Training Calendar for the HDSCL staff for two year engagement.
- b. Ensure the Training calendar is a framework of activities to be undertaken with timelines.
- c. Undertake parallelly knowledge sharing and training to the HDSCL recruited staff for content writing, social and online media management and public relations and media engagement, in developing their skills to independently manage the objective of the agency, for a long term vision of participatory governance with concerned stakeholders.

- d. Identify other resources (non-creative staff) within HDSCL, to undertake the possible responsibilities under the scope of work of public relations and field activities, as an implementation support.
- e. Recommend any external training requirements for HDSCL staff to gradually build their capacities, with the approval of HDSCL.
- f. Include the calendar items within a log-frame to monitor the activities undertaken by HDSCL staff and the overall progress on input, output and outcome indicators.

Note:

The ***following cost for the out of scope work shall be borne by the authority*** and hence shall be reimbursed to the Agency on actual basis and on prior approval of HDSCL; or the entire task to be taken up by HDSCL.

1. Printing and Circulation of publications and IEC materials.
2. Creating the digitally sound videos and audios by external agencies (whereas, creation of shorter duration videos and audios and project photographs around HDSCL projects, if delegated by HDSCL, will have to be taken up by the bidder)
3. Boosting the online presence through paid subscription of social, online and mobile media (Bulk SMS) platforms.
4. Telecasting the still or video content in various channels like television, radio, cinema halls, various online/social media platforms, etc.
5. Branding and Advertisements through various media channels.
6. Procuring products for merchandising.
7. Any external skill-training requirements by HDSCL staff
8. Purchase of Database of Mobile users through Third Party

1.3 Deliverables and Timeline

The Agency shall deliver outputs and deliverables, mentioned in the Scope of Work, as and when requested by the client within the stipulated time; and as agreed/approved with the client from time-to-time. The Agency shall get all items approved from the client before using them in any communication medium.

Payment will be made to the bidder as per the below indicative list of outputs:

| Sl. No. | Deliverables | Timeline |
|---------|---|--|
| 1. | IMMPRA - Strategy Plan | 1 week from mobilization |
| 2. | Output Log-Frame and Baseline of performance indicators | 2 weeks from mobilization |
| 3. | Events Scoping/ Concept Note | As per timelines defined by the Client from time to time |
| 4. | Media Management Scoping/ Concept Note | As per timelines defined by the Client from time to time |
| 5. | Training Scoping (for HDSCL Staff) | As per timelines defined by the Client from time to time |
| 6. | Media Release | Same day of event to be shared with print media and uploaded on social media sites. Also, a draft media release to be submitted to HDSCL for approval 3 days prior to event |
| 7. | Event Proceedings | Within 3 days of event to be shared/circulated with media and stakeholders on HDSCL approval; Same day – a brief proceeding with photographs to be uploaded on social media sites. Also, a draft proceeding to be submitted to HDSCL for approval 10 days prior to event |
| 8. | Media related Analytic Reports | On 5 th of each month |
| 9. | Product Outputs | On 5 th of each month |
| 10. | Monthly Progress Reports | On 5 th of each month |
| 11. | Quarterly Progress Reports | At end of each quarter (1 st draft for HDSCL approval 2 weeks prior to End of each Quarter) |
| 12. | Project wise Status Reports, Digital media contents, compilation of media clippings, and other data | Quarterly or as per timelines defined by the Client and Project Leaders from time to time |
| 13. | Compiled Project Report and/or Best Practices Catalogue | At end of year (1 st Draft to be submitted 2 months prior for HDSCL approval) |
| 14. | Annual Reports of HDSCL | At end of financial year (1 st Draft to be submitted 2 months prior for HDSCL approval) |
| 15. | Posting/Circulation of any Reports/Books across India | Online Circulation within 1 week of Releasing Books; Posting within 2 weeks of Releasing Books |

| | | |
|-----|---|--|
| 16. | Other deliverables (as per Client requirements) | As per timelines defined by the Client from time to time |
|-----|---|--|

1.4 Payments

The Payment shall be made on a **Monthly basis** in adjustment with the mobilization advance. The variable pay shall be paid quarterly.

1. Payment due for remuneration for the month is based upon agreed monthly retainer-ship rates of services
2. This **Contract is performance-linked contract**, i.e., 90% Fixed payment will be made on basis of actual inputs & outputs and rest payment will be made on meeting key performance indicators. The Authority shall accordingly escrow a performance linked payment by way of deducting up to 10% amount from each monthly remuneration payment as performance linked deduction.
3. The performance based Reserved payment (10%) shall be claimed for the quarter based on cumulative of the concerned monthly progress reports. The amount shall be claimed on a Quarterly basis in adjustment with the mobilization advance of 5% of the fixed payment (90%).
4. The payment at the end of the first Quarter, shall be adjusted against the mobilization advance, disbursed at project initiation as mentioned above.
5. The performance based reserved payment (10%) shall be claimed by the agency from HDSCL for the quarter, based on cumulative evaluation of the concerned monthly progress reports by HDSCL.

1.5 Key Performance Indicators

1. The agency shall submit its Progress reports on both monthly and quarterly basis to HDSCL for approval and suggestions.
2. The reports shall include the key activities undertaken as per the submitted Output Log-Frame against the expected time frame, progress against planned milestones, key gaps and achievements, areas for improvement and suggested actions.
3. The Report shall also indicate the status of the performance indicators, as mentioned in below table.
4. In addition, the Agency shall report the Client the coverage of public outreach and various stakeholder groups through various activities.
5. The performance of agency will be observed on a Monthly basis by HDSCL with overall comments for improvement before 5th of every month
6. Once in every Quarter, performance matrix of agency will be evaluated by HDSCL and this will be linked to the 10% of payment reserved.

| Sl. No. | Performance Indicator | Minimum Performance Level | Monthly Performance linked Payment reserved | Frequency for Performance Monitoring and Payments |
|---------|--|---|---|---|
| | Part 1: Media Management | | 4 % | |
| 1. | Average feedback from print media | 5% increase month on month | 0.5 % | Monthly |
| 2. | Average interaction per post on HDSCL website | 5% increase month on month | 0.5 % | Monthly |
| 3. | Average interaction per post on portal on social media | 5% increase month on month | 1% | Monthly |
| 4. | Followers on Social Media (excluding WhatsApp) | 10% increase per month | 0.5 % | Monthly |
| 5. | Total number of hits on portal | 2% increase month on month | 0.5 % | Monthly |
| 6. | Average interaction per post on Mobile media | 10% increase per month | 0.5 % | Monthly |
| 7. | Average feedback from radio/television media | 5% increase month on month | 0.5 % | Quarterly |
| | Part 2: Public Relations and Event Management | | 3 % | |
| 8. | Feedback from field (Residents, Students, Investors, Merchants, Tourists, etc.) for project improvements | 80% positive feedback (in favor of branding agency) | 1 % | Quarterly |

| Sl. No. | Performance Indicator | Minimum Performance Level | Monthly Performance linked Payment reserved | Frequency for Performance Monitoring and Payments |
|---------|---|--|---|---|
| 9. | Participation in Events through promotion and merchandising | 10% growth | 1 % | Quarterly |
| 10. | Engagement of Stakeholders | 10% growth | 1 % | Quarterly |
| | Part 3: Measurable Growth in City Branding | | 1 % | |
| 11. | Increase in New Initiatives of HSDCL | 10% increase | 1 % | At the end of Year |
| | Part 4: Measurable Growth in Performance of Trained staff of HSDCL | | 2 % | |
| 12. | Active involvement of HSDCL employees in PR, Branding, Event, Media, etc. activities. | 5 % contribution towards the total activity initiated by the PR agency with 10% quarterly growth | 1% | Quarterly |
| 13. | Activities Independently undertaken by the staff with assistance from the agency | 5 % contribution towards the total activity initiated by the PR agency with 5% quarterly growth | 1% | Quarterly |

1.6 Project Duration

The duration of assignment is 2 (two) years. The duration of the assignment may be further extended by the Client, based on performance and consent of the Agency. During the extensions, fee may be revised based upon mutual agreement between the parties.

1.7 Indicative Team Requirement

The Agency shall constitute the team to deliver qualitative, creative, innovative and timely outputs to HDSCL as per the scope of work mentioned in the RFP. However, Bidder has to propose a team, with at least the below mentioned Key Personnel, and can have more members/specialist as per requirement (this can be further discussed with HDSCL during pre-bidding meeting or upon selection).

| Sl. No. | Staff | Qualification | Experience | Min. Experience in Years | Kannada Proficiency (Speak, Read, Write, Understand, No Proficiency) | Work Location |
|---------|---|---|---|--------------------------|--|--|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| 1. | Team Leader & Media / Creative Director | Graduate / Post Graduate in any discipline. | Rich Experience in managing team/ Projects and preferably in mass communication | 5 | Not Required; But Speaking or Understanding is always good | Offsite - But presence at HDSCL is important during: a) first 1-2 weeks during first month; b) Minimum 1 monthly visit of minimum 2 days at HDSCL throughout the contract period d) Presence is Mandate during important meetings/discussions as informed by HDSCL at Hubballi-Dharwad or Bangalore & Quarterly Review Meeting of Agency |

| Sl. No. | Staff | Qualification | Experience | Min. Experience in Years | Kannada Proficiency (Speak, Read, Write, Understand, No Proficiency) | Work Location |
|---------|---|--------------------------|--|--------------------------|--|--|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| 2. | Public Relations Manager & Field-Level Events Coordinator | Graduate./Post Graduate | preferably experience working at public relations, NGO sector/ community engagement/ journalism, or related | 3 | Kannada Speaking is a must; Also Reading is also an unavoidable important requisite. | HDSCL - The most important onsite face of Agency. Presence is Mandate during important meetings/discussions as informed by HDSCL at Hubballi-Dharwad or Bangalore & Quarterly Review Meeting of Agency |
| 3. | English Content Writer & Editor (Preferably Good at Kannada also) | Graduate /Post Graduate, | preferably in mass communication, journalism, literature and experience working in media or publishing firms | 2 | Kannada Reading or Understanding is a must; Kannada Writing is an added asset. Kannada Translation cost can be avoided; if a good English writer is also capable to translate basic contents to Kannada for social/online/mobile media/official letter drafting | HDSCL Presence is Mandate during Quarterly Review Meeting/ other important discussions/ meetings |

Consortium is not allowed.

The Agency shall submit the details of the manpower proposed and their deployment plan (Onsite & Offsite), through the *Curriculum Vitae* of the proposed staff, duly signed by the member and the bidder's signing authority.

1.8 Obligations of HDSCL

1. HDSCL and agency shall mutually agree upon the IMMPRA - Strategy Plan and Output Log-Frame submitted by agency **within 2 weeks** upon selection.
2. HDSCL shall provide the following required facilities for effective functioning of agency in delivering the tasks:
 - a. Working space within HDSCL premises or as decided by HDSCL authorities
 - b. Stationeries at office, like – Printer, Wi-Fi connection, etc.
 - c. Available Data of stakeholders, passwords to social media sites, and other data towards drafting IMMPRA - Strategy Plan, subject to conditions of HDSCL
 - d. TA/DA towards any travel of any resource outside Hubballi-Dharwad for the assigned and approved tasks like discussions/meetings with any important stakeholders, network sources, etc., for meeting the deliverables effectively.
 - e. The TA/DA of Team Leader during monthly progress review visits to HDSCL/HDMC and during Meetings at Hubballi-Dharwad or Bengaluru will be at the cost of Agency.
3. HDSCL shall approve any minor deliverables within its feasibility limits **within 7 working days** like, reports, media/event strategy plan, branding/merchandising plans, etc.
4. HDSCL shall take up the following costs or reimburse later to agency **within 15 days** from the date of payment by agency for effective functioning of agency in delivering the tasks:
 - a. HDSCL shall take up the cost of involving the agency to meet the additional demands towards delivering the outputs, than what has been decided upon selection or in IMMPRA - Strategy Plan
 - b. HDSCL shall take up the cost of involving any External agency to meet the tasks as mentioned under IMMPRA - Strategy Plan or additional demands towards delivering the outputs.
 - c. HDSCL shall take up any cost towards the event management that is beyond the scope of agency like planning, designing, coordination and execution: Cost of venue/stalls, food and refreshments for audience/guests, payment to any media for exclusive coverage, printing of IEC materials, banners, hoardings, certificates, exclusive video coverage for a full day event, printing and circulation of its media release and proceedings, monetary rewards for any volunteering participants, etc.
 - d. HDSCL shall take up the cost for out of scope work especially towards the final stage of any outputs after its approval like: Printing and circulation of publications and IEC materials, social and mobile media boosting packages, telecast the still or video content in various channels like television, radio, cinema halls, etc., creation of videos and audios beyond basic project requirements like weekly uploading to social and mobile media for public awareness, especially digitally sound still for YouTube, external online sites, etc., and assist in merchandising the products or offer for sale by assisting the Licensed Merchandise.
5. The Team Leader, Communication Specialist and Project Leaders of the PMC shall be the single point of contact for the Agency for suggestions and improvement of performance, as per the guidance and approval of HDSCL.
6. HDSCL shall seek permission from the line departments, when their initiatives needs to be publicized through HDSCL media platforms by the agency.
7. HDSCL should ensure that the Agency catering to the need of the disability as per Rights of Persons with Disabilities Act, 2016 for contents and activities under scope of work towards Smart City project promotions.

1.9 Roles and Responsibility of all Stakeholders

1. HDSCL to provide guidance and approval to the Agency.
2. PMC would be the single point of contact for all the activities to be undertaken by the Agency.

2. INSTRUCTIONS TO BIDDERS

Bidder should study and access the Guidelines for bidders on using integrated eProcurement System, Government of Karnataka available at <https://eproc.karnataka.gov.in/>

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Government Departments / Agencies / Corporations / Boards / Undertakings under Government of Karnataka processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.karnataka.gov.in/> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non-registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e- Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible. Vendors are required to pay online registration / enrolment fee of Rs. 500/- one time and renewal fee of Rs. 100/- for subsequent each year.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class II / Class III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: Bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Payment of Tender fee and EMD: The tender fees should be paid online only and EMD has to be paid through Online/DD/BG as defined in this RFP and upload the scan copy of the same in procurement site during bid submission. The original copy of the Tender fee and EMD has to be submitted to HDSCL before last date/time of bid submission, please refer the link on the eProcurement portal <https://eproc.karnataka.gov.in/>

4. Set: In order to operate on the e-Procurement system for a bidder, users are requested to use either Internet Explorer ver11 or Mozilla Firefox ver47 to 51 for accessing GoK's eportal. Users may not get Digital Signature Certificate (DSC) window if any other browser is used for login and bid submission

5. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.karnataka.gov.in/>

The bidders are strictly advised to follow the RFP time line for their side for tasks / activities and responsibilities to participate in the RFP, as all the activities / tasks of each RFP are locked before the start time & date and after the end time & date for the relevant activity of the RFP as set by the concerned department official.

7. Download RFP Document(s): The RFP document and supporting document(s) if any can be downloaded only online. The RFP document(s) will be available for download to concerned bidders after online publishing of the RFP and up to the stipulated date & time as set in the RFP.

8. Submit Online Bids: Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the RFP. (Please refer section "Submission of Bids" for more details).

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline.

Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Opening of Proposals:

Technical cover will be opened online on the date notified on the e-portal in presence of the bidder / bidder's representative.

In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day. The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present. The technical bids opened will be evaluated as per the criteria set out for the technical qualification.

11. deleted

For any further queries / assistance, refer:

<https://eproc.karnataka.gov.in/eproportal/pages/contact.jsp>

12. Key Dates: The suppliers are strictly advised to follow the RFP schedule (Important Dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.

3. SUBMISSION OF BIDS

Submission of the Tender is online and must be through e-Procurement site. <https://eproc.karnataka.gov.in/> website of CG. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Tenderer. The Earnest Money Deposit & Tender document should be submitted as per e-portal requirement.

Pre-Qualification Bid

Submit all the supporting documents as per '4.1. Minimum Eligibility Criteria', through the format, **"5.1 Company Profile, 5.2 Relevant Project Experience, and 5.3 a. Pre-Qualification Document Checklist (Envelope A)."**

Technical Bid

Submit the following Technical proposals:

(i) as per '1.7. Indicative Team Requirement', through the format **"5.4 Key Personnel Proposed"** and,

(ii) as per '4.2. Technical Evaluation of Bids', through the format, **"5.3 b. Technical Documents Checklist (Envelope B)"**

Commercial Bid

Submit the Financial proposal as per '4.3. Commercial Evaluation of Bids', through the format, **"5.5 Financial Offer"**

4. EVALUATION OF BIDS

4.1 Minimum Eligibility Criteria

The Bidder, wherever applicable, which fulfil the following qualification criteria should be considered eligible Bidder.

1. The Bidder should be registered in India and operational for a period of **at least 3 years**. (Submit proof of registration of firm)
2. The Bidder should have experience of **at least one Government (Central, State, Urban Local Body and PSU) projects** in Public Relations/ Content Development / Media Management/ Branding / Merchandising in the last five years. (Certification of satisfactory completions by these clients).
3. The Bidder must have **minimum average turnover of 40 Lakh** (Rupees Fifty Lakh only) during the last 3 Financial Years i.e. 2014-15, 2015-16, and 2016-17. (Submit suitable certification by Chartered Accountant).
4. The Bidder should not have been blacklisted by any State/Central Government Agency/ Government undertakings. (Self-Declaration)
5. The Bidder should not have any pending litigation. (Self-Declaration).

Note: Consortium is NOT allowed

4.2 Technical Evaluation of Bids

1. The bids that qualify all the minimum eligibility criteria would be eligible for Technical Evaluation.
2. The eligibility to be invited for Presentation to the client is a **minimum cumulative scoring of 56 Marks** of the total 80 in the first 3 sections outlined in the table below.
3. The bidders invited for Presentation (Section 4) need to attend it mandatorily and the proposed Team Leader must make the presentation. The proposed Team leader must be accompanied with Public Relations Manager and 1 more Key Personnel that are proposed by the bidder. The presentation will be convened by HDSCL after 1 week of opening the Technical Proposals.
4. The bidders need to score a **minimum qualifying score of 14 marks** out of the total of 20 marks for section 4 on Presentation.
5. The overall qualifying marks for **Commercial bid evaluation is 70 Marks** across the 4 sections. Bidders has to score minimum 56 marks in the first three sections and minimum 14 marks in the fourth section (presentation) in order to qualify for commercial bid evaluation.
6. As part of the evaluation of the Technical Proposal, HDSCL may also request the Bidder to submit clarifications.

The Technical Proposal would be evaluated on the criteria set out in table below

| Section No. | Technical Evaluation Criteria | Maximum Marks | Sectional cut-off Marks |
|-------------|---|---------------|-------------------------|
| 1 | <p style="text-align: center;"><u>Proposed Strategy Plan</u></p> <p>i. Vision, Approach & Methodology for Strategy Plan and staff allocation – 10 Marks ii. Innovative Suggestions to Outputs – 5 Marks iii. Training Methodology for HDSCL staff – 10 Marks</p> | 25 | 56 |
| 2 | <p style="text-align: center;"><u>Experience of working with various Government Agencies (Central, State, PSU, PSB, Autonomous Body) in the below mentioned areas</u></p> <p>iv. Content Development & Print Media 1 Project– 5 Marks More than 1 Project- 10 Marks v. Social Media 1 Project- 4 Marks More than 1 Project- 8 Marks vi. Public Relations/Events – 1 or more Project- 7 Marks vii. Online/ Mobile Media 1 or more project- 5 Marks viii. Branding and Merchandising –</p> | 35 | |

| | | | |
|---|--|----------------------|-----------|
| | 1 or more project- 5 Marks | | |
| 3 | <p style="text-align: center;"><u>Selection and Placement location of Staff</u></p> <p>ix. Public Relations / Field-Level Manager – 5 Marks x. Content Writer – 5 Marks xi. Team arrangement and profile of team members – 10 marks</p> | 20 | |
| 4 | <p style="text-align: center;"><u>Presentation</u></p> <p>xii. Vision towards a Strategy Plan – 5 Marks xiii. Proposed Approach and Methodology including staff allocation - 5 Marks xiv. Products of publications/Contents, merchandising/ branding online/social media sites, etc. – 5 Marks xv. Innovative Suggestions to Outputs – 5 Marks</p> | 20 | 14 |
| | TOTAL | 100 Marks | |

4.3 Commercial Evaluation

The bidder who offers lowest evaluated amount shall be considered as **lowest (L1) bidder**. The remaining Bidders shall be kept in reserve. The L1 bidder may be called for negotiation, if Authority finds that the negotiation is necessary and after this process, the L1 bidder will be given Letter of Acceptance.

In the event that the Lowest Bidder withdraws or is not selected for any reason, the Authority may invite all the remaining Bidders to revalidate their quote as necessary and match the Bid of the aforesaid Lowest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third Lowest Bidder shall be the Selected Bidder.

In the event that none of the other Bidders match the Bid of the lowest Bidder, Authority may, at its discretion, accept the quote of next lowest Bidder or invite fresh Bids or annul the Bidding Process, as the case may be.

5. BID FORMAT

5.1 Company Profile

Provide here a brief description of the background and organization of your company.

5.2 Relevant Project Experience

List only those assignments for which the Agency was legally contracted by the Client as a company.

| |
|---|
| Assignment name: |
| Country: Location within country: |
| Name of Client: |
| Address: |
| Approximate Value of PR/Content Development/Branding/Merchandising services provided by your firm under the contract (in Rupees): |
| Duration of Assignment (months): Start date (month/year): Completion date (month/year): |
| Narrative description of Project ; also include brief approach and methodology |

5.3 Bid Documents Checklist

5.3 a. Pre-Qualification Document Checklist (Envelope A)

| Sl. No | Documents to be submitted | Mandatory (Y / N) |
|--------|---|-------------------|
| 1. | RFP Fee as per the requirement of e-portal | Y |
| 2. | EMD of Rs. 80,000 shall be paid online as per requirement of e-portal. | Y |
| 3. | Bid Covering Letter | Y |
| 4. | Bidder Information | Y |
| 5. | Copy of Certificate of Incorporation | Y |
| 6. | Details of Annual Turnover for last three financial years 2016-17, 2015-16, 2014-15 | Y |
| 7. | Work done certificates issued by the Employer | Y |
| 8. | Empanelment Certificate with any State Government's Information & Public Relations department (IPRD) or Department of Information & Public Relations (DIPR) or Ministry/Department of Tourism in any State or Central Government. | Y |
| 9. | Declaration letter that the firm is not blacklisted | Y |
| 10. | Declaration letter that there is no pre-mature termination of contract with HDSCL and/or HDMC in the past one year. | Y |
| 11. | Copy of GST registration | Y |
| 12. | Copy of PAN registration | Y |
| 13. | Independence form- Self Declaration that Bidder is not bidding separately under different names for the same contract. | Y |

5.3 b. Technical Documents Checklist (Envelope B)

| Sl.No | Documents required | Mandatory (Y / N) |
|-------|--|-------------------|
| 1. | Documents - (i) Company Profile (ii) Relevant Project Experiences and links to products/services | Y |
| 2. | Curriculum Vitae of the Manpower proposed , including Team Leader | Y |
| 3. | Articles - i) Vision, Approach & Methodology for Strategy Plan and staff allocation (ii) Innovative Suggestions to Output (iii) Training Methodology proposed for HDSCL staff | Y |
| 4. | Other Documents | N |

5.4 Key Personnel Proposed

| Sl. No | Designation of Staff | Name | Educational and Skill Qualification | Professional Experience (in years) | Kannada Proficiency Levels | Location to be based |
|--------|---|------|-------------------------------------|------------------------------------|----------------------------|----------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| 1 | Team Leader & Media / Creative Director | | | | | |
| 2 | Public Relations Manager & Field-Level Events Coordinator | | | | | |
| 3 | English Content Writer & Editor (Preferably Good at Kannada also) | | | | | |

Note:

Detailed Curriculum Vitae of each staff duly signed by the member and the bidder's signing authority, to be attached, with links to their creative and other related works (if applicable)

5.5 Financial Offer

Please refer Price Schedule on e-portal for commercial bids.

Commercial offer shall be done only in Price bid only, if quoted anywhere else, the bidder will be disqualified.

Sir

Sub: Response to the tender for “Selection of Integrated Media Management and Public Relations Agency (IMMPRA) for Hubballi Dharwad Smart City Limited (HDSCL)”

Ref: Tender No. _____ **dated** _____

We, the undersigned Bidders, having read and examined in detail the tender documents in respect of the captioned subject do hereby propose for our selection as specified in the document.

We confirm that the TOTAL BID PRICE is Indian Rupees is inclusive of Taxes.

We understand that our bid is binding on us DURING THE VALIDITY PERIOD OR THE EXTENSIONS THEREOF and that you are not bound to accept our Bid.

We confirm that no Technical deviations are attached here with this financial offer.

A. Break-up of Retainer ship Services:

1. The amount shall be claimed on a **Monthly basis**. *Refer: Section 1.4 - Payments*
2. The payment at the end of the first Quarter, shall be adjusted against the mobilization advance, disbursed at project initiation as mentioned above.
3. The performance based reserved payment (10%) shall be claimed by the agency from HDSCL for the quarter, based on cumulative evaluation of the concerned monthly progress reports by HDSCL.

Note:

1. This financial offer has to be uploaded along with the commercial bid. If this offer is found with the technical bid, the bidder will get disqualified.
2. Retainer-ship services would include soft components such as Branding strategy and roadmap, actions plans, progress reports, events scoping, text, graphic, presentations, web and social media content development, knowledge management, audio/video creation, etc. as specified in scope of work.
3. The amount is inclusive of all taxes excluding Goods & Service Tax. The Service Tax shall be payable extra to the Agency as per applicable laws.
4. The rate is deemed to include fees and any other overhead expenses including but not limited to travel, accommodation, subsistence, equipment, software, and communication etc. of the team.
5. Please also submit the per man month rate of the resources deployed for the project.

Annexure I : Power of Attorney for signing of Bid

Know all men by these presents, I/We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the(name of the project) (the “Project”) including but not limited to signing and submission of all bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including this Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of this Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....
(Signature)

Name, Title and Address of the Attorney) (Notarised)

Person identified by me/personally appeared before me/signed before me / Attested / Authenticated
(*Notary to specify as applicable) (Signature, name and Address of the Notary) Seal of the Notary

Registration Number of the Notary

Date: _____”

Annexure II: Agreement

This Agreement (“**the Agreement**”) is made on this ____ day of _____, 2018, at Hubballi - Dharwad, India

BETWEEN

Hubballi Dharwad Smart City Limited, a company incorporated under the Companies Act, 2013 and having its registered office at ----- (hereinafter referred to as “**HDSCL**”), which expressions shall, unless repugnant to the context, include its successors in interest and assigns, of the **One Part**

AND

[_____], a company incorporated under the Companies Act 1956/2016 and having its registered office at [_____] (hereinafter referred to as the “**the Agency**”) which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and permitted assigns, of the **Other Part**.

WHEREAS

- a) Hubballi Dharwad has incorporated a special purpose vehicle (SPV) – Hubballi Dharwad Smart City Limited (HDSCL) to plan, design, implement, coordinate and monitor the smart city projects in Hubballi Dharwad. HDSCL is a company incorporated under Indian Companies Act 2013 with equal shareholding from Government of Karnataka (GoK) and Hubballi Dharwad Municipal Corporation (HDMC).
- b) The HDSCL has envisioned this Project, as part of Hubballi Dharwad smart city initiative, to onboard a reputed Integrated Media Management and Public Relations Agency for designing, developing and executing the Media, PR Strategy and creation of different IEC material for Hubballi Dharwad Smart City Limited.
- c) As a part of its endeavor to meet the vision of the Project, HDSCL has decided to engage a reputed Integrated Media Management and Public Relations Agency for designing, developing and executing the Media, PR Strategy and creation of different IEC material for Hubballi Dharwad Smart City Limited. The Selected Agency will be carrying out the work as required to realize the vision of this Project (“**Assignment**” or “**Services**”);

- d) The Agency, having represented to the Client that it has the required experience, professional skills, and personnel and technical resources and has agreed to provide Services as per the terms of the RFP Documents;
- e) HDSCL has issued a Letter of Award (LOA) dated _____, 2018 to the Agency and Agency has submitted Performance Security as per clause and Further the Agency has agreed to provide, carry out and perform the Services (being the Assignment to be carried out by the Agency) as per the scope of Services described in RFP Documents and more particularly described in the Schedule hereunder, for a total consideration of Rs. _____ (Rupees to be paid by HDSCL as under: only)

| Payment by | Amounts (in INR) | Tax |
|------------|------------------|--------------------------------------|
| HDSCL | Rs./- | Amount including All Statutory Taxes |

(hereinafter collectively referred to as the “**Contract Price**”) inclusive of all applicable taxes, duties, statutory charges levies and any other charges subject to fulfilment of all terms and conditions specified in the RFP Documents and LOA issued by HDSCL to the Agency. The Agency has accepted the said LOAs and is ready and willing to do so and further covenants to execute this Contract on the terms and conditions set out hereinafter.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions, unless the context otherwise requires, shall have the same meaning as are assigned to them in the General Conditions of Contract as annexed hereto. The Terms and Conditions of Contract including the other documents as mentioned in clause 4 hereinafter of this Agreement shall be deemed to form and be read and construed as integral part of this Agreement.
2. In consideration of the payments to be made by the Client to the Agency as mentioned hereinabove, the Agency hereby covenants with the Client to provide, carry out and/or perform the Services in conformity with and in all respects as detailed in the Schedule hereunder.
3. In consideration for providing the Services in terms of this Agreement, the Client hereby covenants to pay the Agency, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner as prescribed

in this Contract.

4. The following documents annexed hereto shall be deemed to form an integral part of this Contract
 - (a) Request for Proposal (RFP) document;
 - (b) Proposal Submitted by the Agency;(c) Letter of Award (LOA) Letter No. dated , 2018 issued by HDSCL duly accepted by the Agency (annexed Annexure-III hereto);
 - (e) Any other document, not listed and not referred hereinabove, in the RFP Documents shall form part of this Contract.
5. This Contract shall not be amended or modified except with the prior written consent of the Parties hereto.

Annexure III: Letter of Award

To,

Kind Attn: Mr. _____

Sub: - Letter of Award (LOA) for “Selection of Integrated Media Management and Public Relations Agency (IMMPRA) for Hubballi Dharwad Smart City Limited (HDSCL)”

Dear Sir,

(1) We refer to your Bid, dated _____, 2018 submitted in response to the invitation for Bids for “Selection of Integrated Media Management and Public Relations Agency (IMMPRA) for Hubballi Dharwad Smart City Limited (HDSCL)”

(2) Hubballi Dharwad Smart City Limited (HDSCL) is pleased to inform you that your Bid dated _____, 2018 for “Selection of Integrated Media Management and Public Relations Agency (IMMPRA) for Hubballi Dharwad Smart City Limited (HDSCL)” has been accepted by HDSCL. You have been selected as the Preferred Bidder for the Contract Price of Rs. _____ /- (_____) (hereinafter referred to as the “**Contract Price**”) subject to fulfilment of all terms and conditions specified in the bid document. The Contract Price mentioned above will be inclusive of all applicable taxes, duties, statutory charges levies and any other charges as applicable from time to time save and except the Service Tax. The payment under the contract will be as per the terms given in the tender and accepted rate.

(3) We request that, within 15 (fifteen) days of the receipt of this Letter of Award, you shall submit the Performance security of Rs.....valid uptoas mentioned in clause and sign the Agreement, in duplicate, prepared by HDSCL / Client as per the terms mentioned in the Instruction to Bidders of the bid documents. In the event you fail to comply with the same within the prescribed time limit, HDSCL shall be entitled to forfeit the Bid Security and annul the award of Contract.

Kindly convey your acceptance of this “Letter of Award” by signing duplicate copy by your authorized representative and deliver the same to us.

Signature of the Authorized Representative of
the Client (i.e. HDSCL)

Name:
Designation:

Place:
Date: _____

Company Seal

Agreed and Accepted

Signature of the Authorized Representative of
the Agency (i.e. _____)

Name: _____
Designation: _____
Address: _____

Place and Date: _____
Company Seal _____

Annexure IV: Terms and Conditions of Contract

1. Time is the essence in the performance of the Parties' respective obligations under the contract. If any time period specified herein is extended, such extended time shall also be of the essence; The Agency shall be provided with all relevant information in a timely manner and to ensure that it can complete the Services within the time for completion. In the event that such information is delayed or not provided the Client shall in conjunction with the Agency agrees reasonable extension of time and revised date for completion.
2. All approvals, permissions, waivers, consents, confirmations or acceptance required from the Client or any one of them for any matter shall require the "prior", "written" approval, permission, consent or acceptance of the Client.
3. In the event of any disagreement or dispute between the Client and the Agency regarding the occurrence, determination and/or materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Client as to the materiality, occurrence or determination of any of the foregoing shall be final and binding on the Agency.
4. **Notices**
 - a. Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered A/D mail, courier or facsimile to the address of the Party set forth in the Contract, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.
 - b. However, notices delivered by facsimile shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip of the document in question
5. **Location**
 - a. The Scope of Services shall be performed by the Agency as per the terms specified in the RFP Document, IMMPRA - Strategy Plan and Agreement.
 - b. The Key Personnel of Agency, especially Public Relations Manager / Field-Level Events Coordinator and English Content Writer & Editor shall be based out of HDSCL for two years term and minimum 6-8 months respectively.
 - c. The Agency shall in normal course attend meetings in Hubballi Dharwad or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Client, GoK and Technical Advisory Committee as may be considered

necessary by the Client.

6. Scope of Services, Commencement, Completion of the Contract

a. Scope of Services

The Agency shall provide the Services in terms of the scope of Services, as mentioned and in the manner provided in RFP Document and the Contract. The delivery schedule for rendering the Services shall be strictly adhered to by the Agency. The Agency shall provide, carry out and/or perform the Services/ Assignment as per the terms of RFP Document and the Contract. However, any change carried out in the scope of the Services after the issuance of the Letter of Commencement shall be considered under Clause 7.

b. Effectiveness of Contract

The Contract shall come into effect on the date the Contract is signed by both the Parties.

c. Commencement of Services

Notwithstanding the provision contained under clause b, the Agency shall commence the Services after execution of the Contract as mentioned in the Letter of Award issued by the Client.

d. Term and Expiration of Contract

Unless terminated earlier, the Term of the contract shall commence from the date of effective date of the Contract up to the period given in the Contract.

7. Modification of the Contract

a. Modification of the terms and conditions of the Contract, including any modification of scope of Services or of the Fees, may be made only by expressly written agreement between the Parties on mutually agreed terms.

b. Any change, modifications or re-work carried out owing to the errors or omissions based on technical due-diligence of data and information collected by the Agency and any incidental service necessary for completeness of such work shall not be deemed as Additional Services no matter how material or substantial the revisions or additions are or no matter whether the report has been approved by the Client or not. The entire responsibility of technical due diligence of data and information for carrying out the Services shall rest with the Agency.

c. For any Additional Services provided by the Agency at the request of the Client, the Client shall pay the Agency additional fees as may be mutually agreed in writing. This will be in addition to the Fees agreed in the Contract.

d. Any modifications suggested by the Advisory Committee as per the scope of

Services before the approval of any of the deliverables shall be considered and incorporated by the Agency in carrying out the Services. The same shall not be considered as Additional Services and shall be provided within the fees provided under the contract.

8. Termination By the Client

The Client shall have the right to terminate the Contract, by giving not less than 15 (fifteen) days' written notice of termination to the Agency; to be given after the occurrence of any of the events specified in paragraphs (a) through (i).

- (a) If the Agency does not remedy or cure a default / failure in the performance of the Services under the Contract, within a period of 15 (fifteen) days after being notified by the Client or within such further period as the Client may have subsequently approved in writing. After five such notices the Employer will have the right to terminate the contract.
- (b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a continuous period of not less than 60 (sixty) days.
- (c) If the Agency becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;
- (d) If the Agency fails to comply with any final decision reached as a result of arbitration proceeding;
- (e) If the Agency submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Agency knows to be false;
- (f) If the Agency, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (g) For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Client and public official in the selection process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(h) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

(i) In case the Agency does not perform the Services as per the Contract.

9. Cessation of Rights and Obligations.

Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Party may have under the Applicable Law, (iv) obligation of liability/warranty for the Services on part of the Agency, (v) the indemnities contained hereunder, (vi) Notices and (vii) Dispute Settlement.

10. Cessation of Services

Upon termination of the Contract by notice of the Client, the Agency shall, immediately upon receipt of such notice, take all reasonably practicable and necessary steps to bring the Services to a close in a prompt and orderly manner without causing inconvenience to the Client and shall make reasonable efforts to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client for the use of the Agency which are the property of the Client, the Agency shall proceed to deliver the same to the Client, the delivery of documents prepared by the Agency being subject always to the payment by the Client of all fees and costs becoming properly due under this Agreement.

In case the Agency does not perform as per the conditions of the Contract, the Client may after giving notice to the Agency, engage other Agency at reasonable market rates to perform the Services not so performed, at the risk and cost of the Agency.

11. Payment upon Termination

Upon earlier termination of the Contract the Client shall make the payments to the Agency on proportionate basis for the Services satisfactorily rendered and/or performed by the Agency up to the date of notice of termination. The Client shall not make any direct payments to any sub-Agency appointed by the Agency and shall not be responsible for any liabilities thereof.

12. Obligations of the Agency

The Agency shall provide the Services and carry out and perform its obligations hereunder with all due diligence, professional prudence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the Sub-Agency or any Third Party.

13. Indemnity

13.1 The Agency shall indemnify, protect and defend for each Stage, the Client at the Agency's own expense, from and against all actions, claims, losses or damages arising out of Agency's failure to perform its obligation.

13.2 The Agency shall indemnify the Client and shall hold the Client harmless from any claims by any Third Party against the Client for adopting the Agency's reports, certification and recommendation and use of other intellectual property supplied by the Agency under the Contract.

14. Penalties

The Agency shall perform the Services in accordance with the time lines/ delivery schedule specified in RFP Document. The Agency shall be liable to pay penalty for any Delay in the delivery of the Services. The applicable rate of penalty to be recovered from Agency shall be **0.5% of the Fees per week of delay** in providing Services for each deliverable of respective Stage indicated in the RFP subject to maximum of 10% of total Fee provided herein. The sum so deducted will be refunded if the Agency makes up the delays and completes the next deliverable within the stipulated time period as mentioned in the RFP.

15. Agency's Representations and Warranties

Agency represents and warrants to the Client that:

a. Corporate Existence and Power

The Agency (a) is duly formed legal entity, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power and authority to enter into and execute the Contract.

b. Authorization, No Contravention

The execution, delivery and performance by the Agency of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary corporate action of the Agency (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Agency, including Applicable Law. The Contract constitutes the legal, valid and binding obligations of the Agency, enforceable against the Agency in accordance with its terms.

c. Litigation

There are no contractual or tortuous or any other claims pending against the Agency or that have been threatened in arbitration or before any judicial authority against the Agency which could have an adverse effect on their ability to perform their Services under the Contract.

d. Corrupt Practices

The Agency have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Client or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Agency.

e. Expertise of the Agency

The Agency have and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Agency alone shall be responsible and liable for any consequences arising from their incorrectness.

16. Obligations of the Client

Services and Facilities

The Client shall, on best effort basis, make available to the Agency the information, documents and facilities required for satisfactory completion of this Assignment as may be available with it.

17. Terms and Conditions of Payment

Payments will be made to the account of the Agency according to the payment terms as

determined under the RFP Document and Letter of Award issued by the Client to the Agency. The payment will be made only after satisfactory approval by the Client on monthly basis against invoice raised by the Agency. Agency shall raise and submit invoice within fifth of every month, authority after due verification and approval as per terms of RFP shall make payment to the Agency.

18. **Force Majeure**

a. **Definition**

For the purposes of the Contract, “**Force Majeure**” means any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of agencies of Government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, Acts of war, prolonged failure of energy, revocation of approvals granted by the Government, action and/or order by statutory and/or Government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or Governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

b. **No Breach of Contract**

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

c. **Extension of Time due to Force Majeure**

If performance of obligations hereunder is affected by a Force Majeure incident, the affected Party shall notify the other Party in writing within fourteen (14) days from the occurrence of the incident with sufficient proof thereof. Any period within which a Party is prevented from completing any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

d. **Payments**

Parties shall discuss the impact degree of the Force Majeure incident upon the performance of the Contract, to decide whether to terminate the Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof.

Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Client shall pay, after issuing or receiving the written notice, the Agency for Services performed prior/ up to notice of such Force Majeure incident including, the works in progress, mutually agreed by both the parties.

e. **Suspension of Assignment by the Client due to Force Majeure or otherwise**

If the Client suspends this Assignment through no fault of itself or due to factors beyond the control of the Client (including Force Majeure), the Client shall notify the Agency in writing within thirty (30) days. When the Assignment is resumed within six (6) months and there are no modifications, the Contract shall continue to be in vogue, and the Fees shall not be changed. The Client shall provide for the Agency a reasonable period of time for the resumption of the Services. In case the suspension is beyond six months period, the parties would mutually decide on the time for remobilization. The compensation to the Agency would be mutually decided and agreed upon.

19. **The Governing Law**

The law governing the Contract shall be Laws of India and courts at Hubballi Dharwad shall have exclusive jurisdiction.

20. **Settlement of Disputes**

- a. Any difference or dispute arising out of or in relation to this contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Employer and the Agency. After notifying the difference by either Party, the authorized representative of the Parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavor to resolve the difference in most equitable and justifiable manner.
- b. In case of dispute is not resolved amicably within 30 (days) or in case of failure of amicable settlement, then the matter will be referred to Arbitration by a sole Arbitrator to be appointed by the Director-in-charge/ MD/ the Chief Executive of the Employer. The Director-in-charge/ MD/ Chief Executive will provide a list of three persons out of which the Agency may select one who will be appointed as the sole Arbitrator.
- c. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Award made by the sole Arbitrator shall be final and binding on the Parties.
- d. The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and

venue of the arbitration shall be at Hubballi Dharwad. The courts at Hubballi Dharwad shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English.

21. Performance Bank Guarantee

- a. The successful bidder shall at his own expense, deposit with department, within 15 days of issuance of LoA, an unconditional and irrevocable Performance Bank Guarantee (PBG), in favor of Hubballi Dharwad Smart City Limited (HDSCL) for the due performance and fulfilment of the contract by the bidder.
- b. This Performance Bank Guarantee will be for an amount equivalent to 5% of contract value and will be valid for 2 years and 28 days from the date of issuance of effective date (Date of signing of Agreement). All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- c. If, and to the extent that for any reason the successful bidder enters or threatens to enter into any proceedings in bankruptcy or re-organization or otherwise, or if, for any other reason whatsoever, the performance or payment by the successful bidder of the Guaranteed amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to HDSCL on demand.

22. Agency's Personnel

The Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

Deployment of Personnel

1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Agency's Personnel are to be proposed in the Proposal.
2. Adjustments with respect to the estimated periods of engagement of Personnel shall only be made with the written approval of the Authority.
3. If additional work is required beyond the scope of the Services, the estimated periods of engagement of Personnel, may be increased by agreement in writing between the Authority and the Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value.

Approval of Personnel

1. The Professional Personnel proposed in the proposal are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
2. If the Agency hereafter proposes to engage any person as Professional Personnel, it shall

submit to the Authority its proposal along with a Curriculum Vitae of such person. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Agency may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt, it shall be deemed to have been approved by the Authority.

Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority 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. After **more than two replacements** are done for each key person, the fee agreed shall be **reduced by 5%** for particular key person.

Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Agency's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 10 (ten) days shall be subject to the prior approval of the Authority, and the Agency shall ensure that any absence on leave will not delay the progress and quality of the Services.

Team Leader

The person designated as the Team Leader of the Agency's Personnel shall be responsible for the overall delivery of project and timely and efficient functioning of the team. He must visit HDSCL on a monthly basis, for progress review.

Public Relations Manager and Field-Level Events Coordinator

The person designated as the Public Relations Manager of the Agency will be based at HDSCL and shall be responsible for shall be responsible for day to day performance of the Services.

Content Writer

The person designated as the Content Writer of the Agency will be based at HDSCL and shall be responsible for overall content creation for media and public relations and official requirements.

Annexure V: Some examples of Engagement Modes and Events

The events must be planned as per phase of the smart city projects, requiring citizen/stakeholder feedback and suggestions for improvement. The agency can assist HDSCL for the following:

- i. Activities through volunteers/interns - 'smart city youth/club' created by HDSCL in and around every smart city projects and educational institutes - for assisting agency with awareness and publicity across various promotional activities
- ii. Smart city Habba (Fair) with stalls for smart city project awareness and encouraging civic volunteerism
- iii. Smart city citizens meet to get feedback and comments on projects, preferably at centralized location of city or in and around project sites
- iv. Competitions around smart city projects promotion or tourism aspects – Heritage and Western Ghats
- v. Theme-based rallies, walkathons, campaigns, survey, awareness sessions, etc.
- vi. Identifying active individuals/team at every colony/area/ward levels, for project feedback and monitoring. Involve the members of HDMC Ward Committee, Resident Welfare Associations (RWAs) and other clubs/associations.
- vii. Announcing best serving citizen volunteer/group and award them through MD, HDSCL - and update this information on website, to encourage more citizens.
- viii. Digital Literacy workshops, especially for senior citizens on - convenience of cashless transactions, linking bank accounts with Aadhar, Digital locker, Digi-dhan-mela, mobile wallets, net-banking, e-mail communication, usage of social media platforms, etc.
- ix. Youth conferences/Quizzes/Contests at college/high school levels around smart city theme
- x. Field visits to smart city project sites for educational institutions and community organizations.
- xi. Citizen engagement to promote art and culture under HDSCL branding
- xii. Spreading active awareness by constantly sharing the digital media outputs and media publications around smart city projects and promotions on the WhatsApp/Telegram Citizens Group
- xiii. Circulation of the newsletters to all advisory members, citizen groups, institutions, clients, potential stakeholders and network sites, smart city groups / forums, local media, etc.
- xiv. Free interactive session/trainings/workshops for public on environmental, health, gender issues around smart city or in general under HDSCL branding
- xv. Encouraging citizens to write blogs on website, social media and newsletter
- xvi. Skill Trainings and anti-stress workshops for Government officials who probably can be the monitoring officers of smart city projects, after the project term.

Agency can execute any creative, innovative and impactful events and activities necessary for the upliftment and publicity of smart city projects, on approval of HDSCL