



Request of Proposal
For
Selection of Integrated Creative, Branding & Social
Media Management
Agency for Promotion of Jabalpur Smart City (JSCL)

Oct 2017

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

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

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

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

The issue of this RFP document does not imply that JSCL is bound to select a Bidder or to

appoint the Selected Bidder, as the case may be, for the proposed Assignment and Jabalpur Smart City Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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1. Important Information

1.1 Fact Sheet

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

2. Invitation for Proposal

**2.1 Goals for Integrated Creative,
Branding & Social Media
Management of Jabalpur Smart City
Limited (JSCL)**

- a. The goal of JSCL is to make Citizen Engagement an integral part of Smart City initiatives/Jabalpur Tourism/Smart city work relevant to Jabalpur/events and festivals of smart city of Jabalpur.
- b. JSCL wants to facilitate dialogue, discussion, deliberation and information dissemination between citizens and JSCL in the following ways:
 - **‘Discuss’** – To discuss and deliberate on various governance issues such as Jabalpur smart city initiatives, Jabalpur tourism prospects, various cultural and social Activities and various events and festivals of Jabalpur city.
 - **‘Disseminate’** – This section provides insights about JSCL activities through updates, as well as sharing infographics, e-Books and editorials on issues of policy and governance.
 - **‘Open Forum’** – Platform where citizens of Jabalpur can share views on topics related to Jabalpur such as tourism, citizen services, events and festivals, cultural and social engagements, environment friendly initiatives etc.
 - **‘Opinion Polls’** – To gauge the pulse of the citizens through voting on current issues of public importance, surveys organized by different departments to collect user information.

Public Consultation

JSCL want to enable continuous, sustained and multi-faceted engagement between JSCL and the citizens/users on all issues related to betterment intention. The engagement can be initiated through the following modes:

- Sharing of consultation papers/draft policies in the public domain.
- Consultation in structured framework through pre-defined questionnaires/surveys
- Free flow consultation through enabling submission of responses to designated email addresses specified in the consultation paper and through discussion threads moderated by the user Department
- Publication of summary of discussion by the user Department.

Blogs, Newsletter, Social Media Presence

- Blogs, Newsletters will be written on periodic basis and widely circulated online
- Periodic Conferences, Workshops, promotional events, press conferences will be organized
- JSCL will also have presence on social media platforms

Data Analytics

- Analysis of Usage data generated for reports and guiding direction for the evolution of initiatives of JSCL
- Sentiment analysis shall be conducted using data to understand citizens/users opinion at a higher scale

Knowledge Repository

- Case studies of Citizen/User Engagement
- Success stories of tasks
- Outcome of Discussions
- Summary of various citizen engagements, lessons learnt
- Terms of Reference, legal documents, guidelines, frameworks for Citizen engagement or use of social media

2.2 About the Project

Project Profile

Rapid urbanization has led to over-stressing urban infrastructure services because of poor resources and inadequacies of the existing systems. Therefore, augmentation of the management facilities and their operation & maintenance in a sustainable manner by urban local bodies would require proper systematic planning, capital investment, introduction of latest technologies which are cost effective. Management is the key to long term economic development and better quality of life. In the present environment when everyone is using mobile and information technology for day to day use. Citizen engagement through various mode is the key to success. The Social Media Management will help Jabalpur Smart city to Spread awareness about JSCL's Smart Initiatives and monitor the issues and their resolution at real-time along with timely projection of various events, functions and festivals across the city. Apart of increased adoption of smart city initiatives this will also strengthen connect of the city with rest of the world and will help in unfolding tourism potential of Jabalpur city.

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

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

Jabalpur Smart City Limited intends to engage a full-time dedicated social media management agency for Social Media Promotion, Management and Operations on the principles of **Excellence for Social Media as:**

a. **Engagement** (and Listening): Jabalpur Smart City Limited intends to use social media to pay attention to what is the talk of the city. Relevant mentions on social media platforms shall help JSCL respond better to emergencies or other issues that might require JSCL action and also for the fact that engagement through social media promotes civic engagement, ensuring that ability to interact digitally with JSCL would encourage residents to be more engaged with various events and festivals of the city.

b. **Education:** Social media shall give JSCL a tool to share information in real time, educating constituents about public safety and even promoting events and achievements. Social media shall give constituents a way to educate JSCL as well: enabling to talk directly to officials about a wide spectrum of concerns, from situational awareness to opinions.

c. **Efficiency:** Use of social media to spread messages and information to many people, residents and employees alike with relatively little cost and to a wide spectrum.

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

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

This project envisages maximum usability of social media and other information content in Jabalpur. The increasing use of information and communication technology (ICT) and Internet has become prominent and has the potential to change fundamentally how organizations work. They are a useful tool to transparency and democracy as they enable citizens to easily interact with their authority.

Objectives

- i) The main objective of the assignment is to create a Digital Promotion vision along with formulating and implementing a Digital Marketing Strategy for the Branding and Promotion of Smart city of **Jabalpur**.
- ii) To raise awareness about Jabalpur Smart City Limited, its Smart City initiatives and events and festivals of the city.

- iii) Highlight the role Jabalpur Smart City Limited's under "**Jabalpur Smart City**" Programme of Govt. of India.
- iv) Make People aware about various facilities provided by Jabalpur Smart City Limited.
- v) To create a simple and user – friendly system for exchanging ideas and Feedback.

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

3. Instructions to Bidders (ITB)

3.1 General

The Bidders are invited to submit a Technical Proposal and a Financial Proposal. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.

The Bidder shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.

The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder.

3.2 Conflict of Interest

In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Jabalpur Smart City Limited in order to bid. Conflict of interest exists in the event of: (i) the supply of services, equipment or works whose specifications were prepared by the Bidder (individuals and organization's); (ii) the successor to a previous assignment executed by the Bidder (e.g. implementation of a project for which the Bidder has conducted a feasibility assessment); (iii) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Bidder; (iv) Bidders, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with Jabalpur Smart City Limited e.g. advisory role, team leader; (v) Bidders, suppliers or contractors (individuals and organization's) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and (vi) practices prohibited under the anticorruption policy of the Government of India, the Government of Madhya Pradesh or Jabalpur Smart City Limited.

3.3 Disclosure

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

Bidder's must disclose if they or any of their sub-Bidders have been convicted of, or are the subject of any proceedings relating to:

A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;

Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with Jabalpur Smart City Limited, any other donor of development funding, or any contracting authority;

Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

3.4 Anticorruption

A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases Jabalpur Smart City Limited will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in Jabalpur Smart City Limited-financed activities, and Bidders will be blacklisted by the JSCL.

3.5 Only one Proposal

Bidders may only submit one proposal.

3.6 Preparation of Proposals Language of Proposals

The Proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are

accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

3.7 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.8 Instructions for submission of Proposal

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents. Proposals must be received before the deadline of the tender. Proposals must be submitted to the address specified and delivered on or before the time specified in the tender.

3.9 Documents comprising the Proposal

Bidders shall submit the Technical and Financial Proposal Physically along with EMD. The Technical Proposals will be opened at the date and time specified.

The Financial Proposals for all qualifying Technical Proposals will be opened at a date and time intimated after technical evaluation.

3.10 Technical Proposal

The Technical Proposal shall contain the following:

- Technical Proposal Submission Covering Letter
- Project Detail Sheet
- Performance Guarantee

3.11 Submission instructions

The Bidder shall submit Technical and financial Proposals using the appropriate submission sheets provided at the end of this RFP. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

3.12 Taxes

Prices in Financial bid should be inclusive of all applicable taxes, duties, levies etc.

3.13 Currency of the Proposal

Proposal prices shall be quoted in INR.

3.14 Proposal validity

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

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

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

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

3.15 Format and signing of Proposals

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

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

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

3.16 Deadline for submission of Proposals

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

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

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

3.17 Late Proposals

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

3.18 Opening of Proposals

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

3.19 Opening of Financial Proposals

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

3.20 Evaluation of Proposals

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidders.

3.21 Undue influence

Any attempt by a Bidder to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.

3.22 Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, if required.

3.23 Non-conformities, Errors and omissions

The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price

shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- a. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- b. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified

3.24 Client's right to accept any Proposal, and to reject any or all Proposals

The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.

3.25 Award of Contract Notification

Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidders of the results of the bidding.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

3.26 Negotiations

The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice.

Negotiation will include both technical and financial negotiation, depending on the needs of the Client.

3.27 Signing of Contract

Promptly after notification, the Client shall send to the successful Bidder the Contract and the Special Conditions of Contract

Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.

All formalities of negotiation and signing of contract will be completed within twenty-

five (25) days of notification of award.

3.28 Earnest Money Deposit (EMD)

Bidders shall submit along with the Proposal an EMD of Rs. 50000 in the form of demand draft drawn from a Nationalized/Scheduled bank located in India in favour of the Executive Director, Jabalpur Smart City Limited, payable at Jabalpur. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is cancelled by Jabalpur Smart City Limited.

The EMD shall be forfeited;

If a Bidder withdraws its bid during the period of bid validity.

In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP document.

3.29 Outlier Clause

The lowest and the highest financial bids shall be rejected if the deviation of the bids is greater than 20% from the next highest/lowest bidder.

4. Evaluation of Proposals

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

4.1 Eligibility & Prequalification Criteria

The bidders are required to meet the below mentioned eligibility criteria:

S. No.	Parameter	Max. Marks	Required Document
1	Company Competence (Refer below table for detailed point system)	10	Audited Financial Statement/Auditor Certificate to be submitted.
2	Number of fulltime employees	10	Self-Attested Certificate

3	Overall Relevant experience in Digital marketing services including social media management, digital promotions & online influencer programs globally for Government /PSU/ Private in Last 5 Years	20	Proof of experience in the form of client citations/work orders to be submitted.
4	Qualifications, experience and skill sets of the team proposed to be associated exclusively for current requirement by JSCL	20	CV of the Proposed team and Composition of team
5	Presentation by bidders, to explain Approach & Methodology including but not limited to the following:- <ul style="list-style-type: none"> • Proposed brand vision and digital marketing strategy presented for JSCL. • Proposed Strategy (Cost effective & Viable) • Content Development Strategy • Innovative ideas and suggestions 	40	Methodology and Approach, Detailed Project Plan, Quality of service etc.
S. No.	Pre- Qualification Criteria		Supporting Document
Total Points/Marks	The bidder must be a company registered in India under the Companies Act, 1956/2013 for Last 5 years.	100	
Cut off Points for Qualifying		70	Certificate of Incorporation.
2.	Bidder should have an average annual turnover of Rs. 50 lacs. Or currency equivalent during the last 3 financial years from IT components and services or Social media management.		Copy of audited financial Statements for last 3 financial years. Certificate from CA for revenue from IT components segment
3.	Bidder should have experience of Digital marketing in areas of Social Media Management/ Digital Advertising /Creative Content Production in any Ministry/State/ Central Govt. / UT Administration/ Semi-Government Organization/ PSU/Reputed Private limited Firm in the last 5 years.		Copy of Work Orders
4.	Bidder should have minimum 10 fulltime employees working on Creative Content Production / Social Media Management.		Self-Attested Certificate (signed by Company Secretary/ HR Department) to ensure rolls of the company

5.	Joint ventures or Consortiums are NOT allowed to bid or meet the above eligibility criterion. Bidder should bid on own strength and meet all eligibility criterions.	Self-Attested Declaration on company letter head (signed by Authorized Signatory)
6.	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry/State/ Central Govt/ UT Administration/ Semi-Government Organization/ PSU.	Self-Attested Declaration on company letter head (signed by Authorized Signatory)
7.	The bidder should have a valid GSTN.	Copy of the certificate of GSTN.
8.	Letter of Authorization Signed by Managing Director or Board	Original copy should be signed and notarized in a legal bond paper

- Relevant documents as specified above have been attached.
- EMD are as per requirement.
- The offer is for entire work and not for part of the work.
- The price quoted is all inclusive and not open ended.

NOTE: Proposals not conforming to the above requirements shall be rejected.

4.2 Detailed Marking System

1	Company Competence		10
1.1	Annual Turnover - Bidder's average annual turnover for the 2014-2015, 2015-16 and 2016-2017. Audited Financial Statements/ Auditor's certificate to be submitted.		10
	<50 lacs (0 Marks)	Between 50-75lacs (5 Marks)	
2	Number of fulltime employees working on Social Media Management services		5
	Between 10-15 (0 Marks)	Above 15 (5 Marks)	5
3	Experience of Digital marketing in areas of Social Media Management/ Digital Advertising /Creative Content Production in any Ministry/State/ Central Govt. / UT Administration/ Semi-Government Organization/ PSU/Reputed Private limited Firm in the last 5 years.		20
	5 Marks per project, up to maximum of 4 Projects.		
4	Qualifications, experience and skill sets of the team proposed to be associated exclusively for current requirement by JSCL		20
4.1	Qualification		5
4.2	Relevant Experience		10
4.3	Skill Set		5
5	Technical Presentation		40
5.1	• Proposed brand vision and digital marketing strategy		10
5.2	• Proposed Strategy		10
5.3	• Content Development Strategy		10
5.4	• Innovative ideas and suggestions		10

Note:

- a. The documents required as proof for technical marking must be submitted as client citations or work orders or letter of declaration signed by the client or Contracting Agency.
- b. Bidder should give presentation (approx. duration of 30 Minutes) with respect to above technical evaluation criteria after opening of the Technical Bid.
- c. The tender evaluation committee reserves right to visit bidder's customers where such similar project execution has taken place.

4.3 Evaluation and Comparison of bids

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

Bids shall be evaluated on a Quality and Cost Based Selection (QCBS) basis. Bids shall be ranked according to their combined technical score (S_t) and financial score (S_f) using the formula (T = the weight given to the Technical bid = 80%; P = the weight given to the Financial bid = 20%; $T + P = 100%$): **S (Final Score) = $S_t \times T + S_f \times P$** . Contract will be awarded to the Bidder scoring highest Final Score (S).

4.3.1 Technical Bid Evaluation:

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

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

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

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

S_t is the Technical Bid Score

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

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

4.3.2 Evaluation of Financial Proposal

Financial bids of only the short-listed Bidders shall be opened. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of prequalified Bids along with their technical scores will be read out. The lowest evaluated financial quote (F_m) will be given the maximum financial score of 100 (one hundred) points. The financial scores (S_f) of the other Financial Proposals will be computed as per the

formula: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest financial quote and F is the financial quote under consideration.

The rates mentioned in the financial bid are to be mentioned in words as well as in figures. In case of any deviation, the rate quoted in words will be accepted.

5. Scope of Work & Deliverables

The task under this project has been divided into the following scope elements:

1. Successful Bidder will be responsible for complete takeover of the existing Social Media channels of the JSCL & may be required to create new channels and accounts in collaboration with respective division/component and manage, set up by deploying persons with requisite qualifications and skills-set. RE-Branding of the city will be part of overall strategy.
2. The bidder should be able to develop interesting and innovative content, campaigns, in order to have proper communication strategy for various social media platforms to enhance the reach of content in real time basis. Campaigns around holidays, festivals, anniversaries of important events.
3. Use appropriate CRM to track social media sites and monitor the following:
 - a) Social media sentiments
 - b) Overall trends on various social media platforms.
 - c) Monitor and generate reports in various formats like graphs, charts etc.
4. The Bidder shall submit Analytic report of all platforms like Facebook, Twitter and Instagram showing the increase of fan followers on monthly basis and when desired by JSCL.
5. Complete Creative & Social Media Management for Smart City of Jabalpur.
 - a. Provide detailed analytics about JSCL's Social Media activities across all associated properties under Smart City ecosystem.
 - b. Understand the JSCL's current social media landscape and chart out a detailed Creative & Branding Strategy aligning with social media strategy that would meet all the key objectives for JSCL. Identify a list of key performance indicators that will help JSCL track the performance of its social media efforts.

- c. Developing all the required content for branding & social media management including GIFs, videos, banners, infographics, e-book, etc.
- d. Create social media strategy to increase traffic to sites and applications/services for primary and secondary stakeholders for Jabalpur Smart City Limited.
- e. Enhance audience engagement on all social media channels through designing and implementing contests, campaigns & promotions, etc. Generate buzz about JSCL activities and engage citizens over JSCL initiatives.
- f. Maintenance of Official Facebook, Twitter, Google+, YouTube, WhatsApp and any other social media tools which emerges in the due course of time, as and when required on 24X7 basis.
- g. New Look: Give all Social Media Platforms a new look Bi-weekly by putting up new creative features, theme lines, links etc.
- h. Updates: Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews, news, quiz, etc.
- i. Press Releases: Updating/Publishing online press releases (of JSCL) on all social platforms.
- j. Engage with users: Regularly organize online surveys, quizzes, contests on all social platforms in consultation with JSCL.
- k. Creation, maintenance and updating of template, standardization of procedure and formats, creation of accounts for Facebook, WhatsApp, Twitter, Google+, YouTube and other social media tools in consultation with JSCL as and when required.
- l. Agency will have to complete target that will be given by JSCL for Facebook Likes, Tweet/ make follower on Twitter etc.
- m. The Social Media Platforms content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, and Tabs etc. Failure of any one of which may be considered an incomplete execution of work order.
- n. The Agency must maintain uniformity while uploading of content on the platform. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platform instantly.
- o. Round the clock running of JSCL's social media sites, updating, analyzing social

media trends, moderation and intervention as and when required.

- p. Training, skill up-gradation and capacity building of the officers of JSCL to handle social media sites through but not limited to lecture, seminar, workshop, classroom and online teaching.
- q. Reporting: The bidder must submit bi-weekly, “Effectiveness Analysis and MIS Reports” to JSCL on the effectiveness of the social media strategy. The bidder must submit a detailed analysis on the steps undertaken for overall promotion of JSCL on the Social Media Platforms and the results achieved.
- r. Should have credible contingency plan to effectively handle crisis and emergencies.
- s. Reshaping of content provided by JSCL for generating greater social media impact.
- t. Feedback/Comment Management on regular basis, moderation of pages on regular basis to keep the social media site free from spam/advertisement/inappropriate contents, appropriate tagging etc.
- u. Manage response from JSCL on social accounts through setting up standard response management processes. All queries must be responded to within 24 hours of receiving it.
- v. Regular monitoring, feedback and reporting of the relevant trends (as identified in consultation with JSCL) on social media sites including sites in major foreign and Indian languages.
- w. Expanding the reach & penetration of activities, citizen participation via social media & SEO.
- x. Minimum 24 creatives per month should be posted every Month.
- y. In-case of any upcoming JSCL related events, the bidder should make and execute a plan to create a buzz about the event in tandem with the social media activity.
- z. The task is not limited to public outreach but also drive JSCL's brand positioning on a National & International level, hence requires relevant, emotional and appealing content that would engage audiences. The strategy should not be limited to JSCL branding but also have a greater impact on its online tourism ranking.

aa. Key Influencer Programme(Organic and limited Paid):

- Planning and Executing a “Key Influencer Program” on Social Media platforms.
- The Influencer program will aim at engaging Top 200 influencers as advised by JSCL. Top 50 influencers from JSCL and 50 influencers outside JSCL.
- The Influencer program will focus on blogs & forums and other social channels.
- Cross channel collaboration with popular channels to create a greater impact.
- The Influencer program will need to generate content for social channels and blogs, web listings, directory submissions etc. and spread awareness about JSCL and the Social Media campaigns.

bb. Social Media Monitoring Programme:

- Planning and Executing a “Social Media Monitoring Program” on Social Media platforms.
- The Social Media Monitoring Program will undertake monitoring across 150-200 keywords as advised by JSCL.
- Social Media Monitoring Program will create and manage a Monitoring platform which will be both predictive and reactive in approach.
- The key Languages to be monitored will be Hindi and English.
- Other related and miscellaneous work include providing monthly strategic inputs for effective Branding & social media management.
- Providing feedback on best practices in marketing and promotion in India and across the world on Social Media through branding strategy.
- Create regular analytical reports highlighting emerging trends.

cc. Deployment of Social media management tool: Agency will be required to deploy the required tools at JSCL on their infrastructure for the management of social media work as stipulated in this document. JSCL shall be providing space, however, all the required infrastructure and tools should be provided by the selected agency

dd. Criteria of Evaluation of Performance:

S.No.	Key Performance Indicators	Minimum criteria
1.	The agency should increase follower base on Facebook	5000 users per month

2.	The agency should increase the follower base on Twitter, Instagram	500 users per month
3.	Populating, publishing and updating of content on a 24*7 basis	The frequency shall be on a continuous daily basis
4.	Content should be posted across all social media channels	Twice a day
5.	Relevant interactions on Twitter and Instagram	Minimum 10 every day
6.	Cross Collaborations a month (under 20000 following). Example-(cross collaboration related to tourism/smart city/Jabalpur's culture/successful people of Jabalpur, etc. This could be web series, blog, listing or article.)	Minimum 1 every month
7.	Cross Collaboration on a national level (Higher following influencers) Example-(cross collaboration related to tourism/smart city/Jabalpur's culture/successful people of Jabalpur, etc. This could be web series, blog, listing or article.)	Minimum 1 every quarter
8.	Quizzes and Polls	On a daily basis starting 2nd month engagement and onwards
9.	Blogger outreach for cross collaboration via email/phone	35 per month
10.	Visual content and posts	24 Visual (Jpeg & gif's) per month 100 posts per month 2 video posts per month

Important metrics for consideration are: total likes per month, increase in users/followers per month, list of positive comments per month, list of

negative comments per month, Average likes per post. In case of any specific contest/campaign, Analysis would be based on pre-defined parameter of impact.

Manpower Provisioning for Creative, Branding & Social Media Management:

The agency shall be required to manage the complete social media presence of JSCL including but not limiting to deployment of following manpower with other paraphernalia required for them to execute the job. The quantity mentioned in the table below is only indicative and JSCL may ask the agency to deploy additional number of resources from the category defined below. JSCL may increase/decrease the number of professional required from the selected agency at any stage of the project. It is imperative to mention that selected agency may not have the required quantity of manpower readily to be deployed for this engagement, thus, bidder may propose sample profiles for the category they do not have ready manpower to be deployed. JSCL will provide a 15 days' and 30 days' notice to the selected agency for the deployment or withdrawal of the resource respectively. The selected agency will be required to deploy the required manpower within 30 days of signing of agreement.

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

The selected bidder would be required to deploy an appropriate team consisting of members which will be at least as per the below mentioned requirements.

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

S.No.	Role	Qualification	Indicative Quantity
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<p>1.</p>	<p>Project Lead</p>	<p>Qualification:</p> <ul style="list-style-type: none"> • Masters in Marketing • Experience in Leading large teams in media houses or national and international research / creative organizations of repute • Journalism/research in social sciences and managing websites will be preferred. 	<p>1</p>
<p>2.</p>	<p>Social Media Analytics Experts</p>	<p>Qualification:</p> <ul style="list-style-type: none"> • Graduate/ Post Graduate • Experience in digital analytics and report writing • Experience in using social media analytics generating tools like Sysomos, Google Keywords Planner, etc. • Experience of 2-5 years 	<p>1</p>
<p>3.</p>	<p>Video Editors</p> <p>1 Senior Video Editor for streaming</p> <p>2 Video editors</p>	<p>Qualification:</p> <ul style="list-style-type: none"> • Degree or Diploma in Video Editing and Animation • Experience of senior editor 4+ years & editor 2+ year in video editing for YouTube channels, websites and promotional campaigns • Experience in working on editing 	<p>3</p>

4.	Graphic Design Experts	Qualification: <ul style="list-style-type: none"> • Degree in Graphic Designing Animation • Proficiency in Coral Draw, In Design, Adobe Premiere, Adobe Photoshop, Zbrush • Experience of Designers: 4+years • Designers: 2 or more years in designing info-graphics, banners, social media posts, GIFs, animated content, e-book, HTML pages for prominent websites and organizations 	2
5.	Content Writer A. Hindi Writer B. English Writer	Qualification: <ul style="list-style-type: none"> • Post-Graduation/ Graduate in Journalism/Mass Communication • Minimum two years Editorial experience in prominent newspapers or online sites in creating and managing content • Experience in creating attractive, user friendly content • Content Writers: 3-5 years' experience 	2
6.	Social Media Executives A. Senior Social Media Executives B. Social media Executives	<ul style="list-style-type: none"> • Degree/Diploma in Social Sciences/ Engineering/ Journalism/Mass Communication/ Marketing • Experience of Managing Social Media Platforms, Brand handles, Brand marketing on Social media, viral campaigns, influencer management • Experience of running social media campaigns on Facebook, YouTube, Twitter, Instagram, etc. • Demonstrated Experience in ideating, creating new viral campaigns, conceptualizing and executing social media personalities of pages • Experience of Senior Social Media Executives – 5+ years • Experience of Social Media Executives: 2+ years 	3

7.	Translators: English to Hindi	<ul style="list-style-type: none"> Degree/ Diploma Experience of at least 5 years in translating English to Hindi 	1
8.	Brand Marketing Professional	<ul style="list-style-type: none"> Advertising Professional with demonstrated experience in ideating, creating, launching and sustaining a brand in industrial, NGO, government, or social stream brand. Experience of 8+ years. Should have worked in top advertising companies/marketing positions in consumer brands 	1
9.	Programmer	Experience of Creating HTML Weekly Newsletters, Handling Blog, Adding Pixel & Analytics Codes to the websites, Any quizzes or basic social application coding	1

Live Audio-Visual coverage of JSCL events

- a. Provide live audio-visual coverage to display JSCL events live on Social Media. The live feed shall be made available all prominent social platforms not limiting to Facebook, YouTube, Periscope and Google Hangout. (The events to be aired live on digital shall be at the discretion of JSCL).
- b. Provide Live streaming solutions for the following scenarios:
 - Live feed simultaneously displayed on YouTube Live as well as Facebook Live (Up to 3 HD Camera set up).
 - HD Feed Live Streaming with external participation (maximum of 7) from remote locations. JSCL at its discretion require HD

feed to be set up at remote locations as well. The final feed including external participants shall be aired live on all social platforms.

- c. Provide Technical moderation of the live streaming to ensure glitch free display
- d. Provide introductory and ending video for all live streaming events within the live feed. This video may be in the format of mpeg4 or gif.
- e. Provide capability to include videos/documents/web pages' in-between the live feed.
- f. Provide capability to include a live ticker in the live feed.
- g. Provide capability to include Names/descriptions of the participants in the live feed.
- h. Provide the live feed to TV channels as required (up to 8 channels) for sharing the Live streaming output on their channels.
- i. The agency shall edit and create a final draft of the video post the event.
- j. The agency shall bring in their equipment. JSCL shall only provide space, furniture and high speed internet as maybe required.
- k. The agency shall bear the cost for the equipment and service provided which shall include travelling, boarding & lodging cost which is to be borne by the selected agency
- l. The agency shall solely be responsible for the equipment and their functionality.
- m. Final edition of the video after the event shall be available to the client within 5 working days. JSCL may require video edits in all formats, the selected agency shall be required to provide the edits in the JSCL's desired formats
- n. The bidder should have latest equipment with accessories, editing suite with FTP facility, lease line connectivity, storage and streaming server. The bidder should also have latest equipment for videography and real-time transmission of content, including cameras with inbuilt Wi-Fi/3G technologies.
- o. **Gate Keeping:** Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, un-authorized advertisements, inappropriate content etc.
- p. **Media Tracking:** Use a good industry standard monitoring tool for analysing comments/Remarks about JSCL across online media, including websites, forums, blogs, social media platforms, etc., national and international.
- q. **Tagging:** Create relevant tagging & linkages of content on the all platforms.

- r. **Photo Bank:** A still Photo Bank with cataloguing needs to be developed consisting of at least 1000 high quality and high resolution aesthetic photographs (Corbis or Getty Images quality) of relevant activities and events.
- s. “JSCL will give monthly assignment in writing at the beginning of the month is to be delivered within the given period and the payment to the vendor will be done on that basis.”
- t. The Social media activities needs to be integrated with the existing Jabalpur 311 app.
- u. The Bidder must also do media planning in case of any digital advertising campaign.

6. General Terms & Conditions

NOTE: Bidders should read these conditions carefully and comply strictly while submitting the Proposals

6.1 Team Remuneration/Indemnification

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

6.2 Responsibilities of the Selected Bidder and Resources for the Services

- i. The selected bidder shall continuously monitor the services being rendered by it, to ensure that these are up to the standards desired by JSCL.
- ii. The selected bidder shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/privileges applicable to personnel engaged/employed by it. In case of breach of any law/rules/notifications, applicable to the engagement of employees by the selected bidder, the selected bidder alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney and person(s) engaged/employed by it, for discharging the obligations under this contract.
- iii. The selected bidder shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to JSCL regarding such compliance. An undertaking will have to be given by the selected bidder that only he/it will be responsible for any lapse in this regard.
- iv. No relationship of ‘employer and employee’ shall be entertained between the JSCL and the team engaged by the selected bidder.
- v. The selected bidder shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work requirement of JSCL.

vi. All required tools like Hardware, Software, Network Connectivity, Manpower, any Office place will be self-managed by the selected bidders JSCL will not provide anything mentioned in this sub clause.

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

7. Implementation Timeline

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

8. Payment Schedule:

Corporation will be liable to pay the payment on quarterly basis for the work completed by the successful bidder against the Scope of work mentioned in the RFP.

9. Proposal Formats

9.1 Technical Proposal Submission Covering Letter

[Location, Date]

To: [Name and address of Client]

Dear Sir/ Madam

We, the undersigned, **Request of Proposal for Selection of Agency for Social Media Management for branding and Promotion of smart city of Jabalpur.** In accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

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

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

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

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

9.2 Project Detail Sheet

Assignment name:	Approx. value of the contract (in current Rs):
Country:	Location within Country:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs.):

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

9.3 Financial Proposal Submission Covering letter

[Bidders / Consortium of Bidders are required to submit the covering letter as given here on their letterhead]

To,

Subject: Financial Proposal for Selection of Agency for “**Selection of Agency for Social Media Management for branding and Promotion of smart city of Jabalpur**”.

Dear Sir,

Enclosed herewith is our Financial Bid for Selection of our Agency for **Social Media Management for branding and Promotion of smart city of Jabalpur**. We agree to abide by the offer for 30 days from the date of opening of the Financial Proposal and after signing of Contract our offer shall remain binding upon us till completion of the project. We understand that DEPARTMENT is not bound to accept the lowest offer and it reserves the right to reject any or all offers without assigning any reason.

Yours faithfully,

Date

Name and Signature

Designation

Commercial Bid Format

The bidder is expected to clearly mention monthly deliverables in the proposal itself for each of the 12 months of engagement. This should be equated across 12 months for which quarterly payment will be made. The rates are quoted in the prescribed format given below:

Sr. No	Item	Per unit price (if applicable)	Total Amount in figures	Total Amount in Words
1.				
2.				
3.				
5.				

Total Cost (in INR) = _____ (1+2+3+4+5)

Note:

- All expenses related to travelling, lodging, boarding and other expenses during installation have to be borne by the Bidder.
- Taxes as applicable at the time of invoicing shall be considered. Any changes (upward or downward) in the taxes/duties shall be accordingly revised at the time of actual payments and paid. Goods & Service Tax will be paid by department as per the norms defined by Government of India at the time of actual payment.

- JSCL may provide multiple extensions to the Service Provider on the same or modified terms and conditions under original agreement after completion of 12 Months upon satisfactory performance.
- In case of any variation in rates between words and figures, highest value of them will prevail.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

9.4 Standard Contract Document

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: [Insert Title of Consulting Services]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made

BETWEEN: [insert Client] (hereinafter referred to as ‘the Client/JSCL’)

AND: [Name of Bidder – this should be the lead firm in case of association.
[Please insert the name of the Bidder’s representative and communication address of the Bidder]

WHEREAS:

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

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

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

- RFP- instructions to Bidders
- Scope of Work
- Technical Proposal Submission Covering Letter
- Project Detail Sheet
- Commercial Proposal
- Standard Contract Document
- Performance Guarantee

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

2. Contract Signature

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

No payment will be made to the Bidder under this Contract until a copy of the Form of Contract, signed on behalf of the Bidder, is returned to the Jabalpur Smart City Limited Page 36 of 46

3. Commencement and Duration of the Services

The Bidder shall start the Services on [insert start date] (‘the Start Date’) and shall complete them by [insert end date] (‘the End Date’) unless this Contract is terminated

earlier in accordance with its terms and conditions.

4. Financial Limit

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

5. Time of the Essence

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

For and on behalf of Client

Name:

Date:

For and on behalf of Bidder

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS & INTERPRETATION

1. Definitions

- 'The Bidder' means the person(s), partnership(s) or company (ies) with whom this Contract is placed.
- 'The Bidder's Representative' means the person named who is responsible for all contractual aspects of the Contract on behalf of the Bidder.
- 'The Bidder's Personnel' means any person instructed pursuant to this Contract to undertake any of the Bidder's obligations under this Contract, including the Bidder's employees, agents and sub-Bidders.
- 'Sub-Bidder' means any natural person, private or government entity, or a combination of the above, to which any part of the Services is subcontracted by the Bidder.
- 'The Client's Representative' means any JSCL or entity appointed by JSCL to act on the Client's behalf with regard to procurement and/or management of this Contract.
- The 'Equipment' is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs. 10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Bidder cannot reasonably be expected to provide, and which are financed or provided by the Client for use, by the Bidder.
- 'The Financial Limit' refers to the amount specified in Section 9.4 of this RFP and is the maximum amount payable by the Client under this Contract.
- 'The Services' means the services set out in the Scope of work.
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Bidder at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

2. Interpretation

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

All communications by the Bidder relating to notifications or applications for consents or instructions must

be addressed to the Jabalpur Smart City Limited, Manas Bhavan Jabalpur.

OBLIGATIONS OF THE BIDDER

3. Obligations

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

4. Sub-Bidders

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

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

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

5. Disclosure of Information

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

6. Intellectual Property Rights

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

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

7. Confidentiality

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

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

8. Access and Audit

The Bidder shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Bidder shall keep the Records throughout the duration of this Contract and for seven years following its termination.

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

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

9. Corruption, Commission and Discounts

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

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

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

10. Conflict of Interest

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

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

11. Insurances

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

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

12. Indemnity

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

PRICE & PAYMENT

13. Applicable Provisions and Financial Limit

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

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

14. Invoicing Instructions

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

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

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

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

15. Payments

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

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

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

16. Taxes and Duties

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

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

Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on JSCL account.

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

FORCE MAJEURE & TERMINATION

17. Force Majeure

Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an

experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

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

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

18. Suspension or Termination without Default of the Bidder

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

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

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

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

19. Suspension or Termination with Default of the Bidder

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

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

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

- a) the Bidder or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) the Bidder or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 9 of this Contract; or
The Bidder is an individual or a partnership and at any time: Becomes bankrupt; or is the subject of a receiving order or administration order; or
Makes any composition or arrangement with or for the benefit of the Bidder's creditors; or
Makes any conveyance or assignment for the benefit of the Bidder's creditors; or
- c) The Bidder is a company and an order is made or a resolution is passed for the winding up of the Bidder; or a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.
- d) The Bidder is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of

the Contract after the Change in Control.

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

GENERAL PROVISIONS

20. Variations

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

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

21. Assignment

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

22. Limit of Liability

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

23. Law and Jurisdiction

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

24. Amicable Settlement

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

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

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

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

25. ARBITRATION

The place of arbitration shall be Jabalpur

9.5 Performance Guarantee

Performance Guarantee

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

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

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

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

Beneficiary: *[insert complete name of Client]*

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

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

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

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

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

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

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

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