

Letter no. BSCL/2018-19/PR: RFP:- 01

DT. 07.03.2019

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Bids for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part- I: General & Technical Bid and Part-II: financial Bid) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the tender after registering them on e-tendering portal <http://etender.up.nic.in>. Bidder can download the RFP from <http://etender.up.nic.in> after paying the tender cost through online payment in the name of Bareilly Smart City Limited, A/C No. : 0294001100000836, IFSC Code: PUNB0613400, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly Bidder will have to upload the scanned copy of transaction slip along with technical bid failing this the Bid is liable to be rejected. The Bidder should deposit the Earnest Money online in above mentioned account number. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrolment (Digital Signature Certificate) under e- procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, BAREILLY (Tel. No:-0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Selection of Integrated Media Management and Public Relations Agency (IMMPRA)	5 Lakhs	11800	36 Months

Time schedule for Bidding:-

- 1 Upload/Publish of RFP - 08.03.2019
 2. Bid start Date/Time of RFP - 08.03.2019
 3. Pre-Bid Meeting - 15.03.2019 / 11:00 AM
 4. Bid Closing Date/Time of RFP - 30.03.2019 / 03:00 PM
 5. Technical Bid Opening Date/Time - 30.03.2019 / 03:30 PM
 6. Financial Bid Opening Date/Time - To be notified
1. Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website www.nagarnigambareilly.com (for view and download only).
 2. Subsequent corrigendum, if required, shall appear in these websites.
 3. Authority reserves the right to reject any or all the tenders without assigning any reasons
 4. Contractor who want to participate in bid must registered themselves on <http://etender.up.nic.in>
 5. For any other queries, please contact Nodal Officer, Bareilly Smart City Limited. Also, for any further queries, the bidders are advised to send an email to : nagarayukt.bareilly@gmail.com

**Chief Executive Officer,
Bareilly Smart City Limited, Bareilly**

REQUEST FOR PROPOSAL

Name of the Work: Selection of Integrated Media Management and Public

Relations Agency (IMMPRA) for Bareilly Smart City limited, Bareilly.



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)



Ref No:

Date of Issue:

Last Date of Submission: / /2019

**Employer:-Bareilly Smart City Limited
(BSCL)**

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

[Email: nagaravukt.bareilly@gmail.com](mailto:nagaravukt.bareilly@gmail.com)

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Bareilly Smart City Limited (here forth referred to as BSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information they teach bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 and obtain independent advice from appropriate sources. Information provided in this RFP to the bidder (consultant/consultant/developer/Manufacturer/Supplier etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The BSCL 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.

The BSCL 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. The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BSCL 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 the BSCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.**

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)

Letter no. BSCL/2018-19/PR: RFP:

Dt.

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**Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.**

CONTENTS OF RFP

S. No.	Description
A.	RFP Part -I: (Technical Bid)
1.	Notice Inviting Tender
2.	Section-I: Short terms and definitions
3.	Section -II: Detailed Tender Notice
4.	Section -III: General Condition of the RFP/ Agreement
5.	Section – IV: Scope of the work
6.	Section – V: Timeline and Payments
7.	Section VI : Instruction to Bidders
8.	Section VII : Formats for submission of proposal “Annexure -I to VIII: Declaration Certificate, Affidavits, etc. “
B.	RFP Part-II: Financial Bid

RFP PART-I: SECTION-I

SHORT TERMS AND DEFINITIONS

1. The words “Nagar Nigam, Bareilly”, “BSCL”, or “Employer” mentioned in the RFP shall mean explicitly /implicitly, Bareilly Smart City represented through its CHIEF EXECUTIVE OFFICER and shall also mean other official(s) concerned of BSCL formally or informally declared/advised/instructed by CHIEF EXECUTIVE OFFICER to act and perform the duties of BSCL on behalf of, CHIEF EXECUTIVE OFFICER” for any parts(s)/Portion(s) of the work or for the whole work. The word, BSCL shall also mean the various, committees of BSCL.
2. “Govt.” or Govt. of Uttar Pradesh OR Urban local bodies or any other Dept.” Or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
3. After the tender is finalized and accepted the words/ expression; selected bidder, selected consultant, selected agency, consultant, Consultant, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as “consultant”.
4. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
5. The words, “work”, “Work” and “works” shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the consultant during the defect liability period of 365 days from the date of completion of the original works.
6. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
7. **“Last three financial years” means 2017-18, 2016-17, and 2015-16.**
8. The **“Estimated cost”** means cost of the entire project inclusive of all services to be provided.

RFP PART-I: SECTION-II

Detailed Tender Notice

The bid shall be submitted Online in two parts namely;

- Pre-Qualification Criteria and Technical Eligibility
- Financial Bid

a. Prequalification Criteria

S.NO	Pre- Qualification criteria	Supporting document
1	The bidder must be a company registered in India under the companies Act, 1956/2013 for at least last 5 years.	Certificate of incorporation.
2	Bidder should have an average annual turnover of Rs.6 Crores or equivalent during the last 3 financial years from Social media management/campaign/city branding/Design and developing of ads Films for advertisement in national channels.	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 limited Firm in the last 3 years.	Copy of Work Orders & Work completion certificates.
4	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 of Administration/ Semi-Government Organization/ PSU.	Self-Attested Declaration by Authorized Signatory (format Annexure VII)
5	The bidder should have a valid GSTIN.	Copy of the certificate of GSTIN.
6	Tender fee	Scanned Copy of transaction slip/receipt of

		RTGS/NEFT to be submitted online
7	Tender EMD	Scanned Copy of transaction slip/receipt of RTGS/NEFT to be submitted online

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

b. Technical Eligibility

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

Relevant document as specified above have been attached.

S.NO.	Parameter	Max. Marks	Required Document
1	Company Competence (Refer page 10 for detailed point system)	30	Audited Financial Statement/Auditor Certificate to be submitted.
2	Overall relevant experience in digital marketing services including social media Management, digital promotions and online influencer programs globally for government/PSU in last 3 years.	20	Proof of experience in the form of client citations/work orders to be submitted.
3	Qualifications, & experience of the team proposed to be associated exclusively for current requirement by BSCL.	20	Qualification and experience certificates duly attested from competent authority.
4	Technical Experience/Expertise of Developed Work Demonstration of previously developed contents/designs/ad/video/short films Demonstration of the theme adopted by the bidding agency in previous projects	20	Presentation on Methodology and Approach of their previous Projects, Detailed Project Plan, Quality of service etc.
5	Awards won by the Bidding Agency	10	Copies of the certificate to be Submitted

- EMD are as per requirement.

Total Points/Marks	100	
Cut off Points for Qualifying	70	Bidder should obtain at least 70 marks for technical qualification

- 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.

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 Bareilly Smart City Limited and liable to be rejected. Bids will be evaluated by an Evaluation Committee formed by BSCL.

Financial Bid

Financial bids of only the short-listed Bidders who achieve technical qualifications 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 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.

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 (Stm) shall be assigned to each bid on the basis of following evaluation matrix

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

$S_t = (S_{tm}/S_H) \times 100$, 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.

Technical Evaluation - Detailed Marking System

1	Company Competence			30
				max
1.1	Annual Turnover - Bidder's average annual turnover for the 2015-2016, 2016-2017 and 2017-2018. Audited Financial statements/Auditor's certificate to be submitted.			30
	6 Crores to 10 Crores (10 Marks)	Between 10 to 15 Crores (20 Marks)	Greater than 15 Crores (30 Marks)	max
2	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 max
	5 marks per project, up to maximum of 4 projects. (Minimum value of each project to be 5 Crores)			
3	Qualifications, experience and skill sets of the team proposed to be associated exclusively for current requirement by BSCL			20 max
3.1	Qualification for Team Leader & Public Relation Manager			10 max
	Team Leader - Graduate – 3 marks		Post Graduate – 5 marks	3/5
	Public Relations Manager – Graduate - 3 marks		Post Graduate – 5 marks	3/5
3.2	Relevant Experience			10 max
	Team Leader experience – 5to 8 years – 3 marks		Greater than 8 years – 5 marks	3/5
	Public Relations Manager – 3 to 5 years – 3 marks		Greater than 5 years – 5 marks	3/5
4	Technical Evaluation-Evaluation shall be done by the Technical Evaluation Committee- Technical Presentation of Previously Implemented Projects			20 max
4.1	Demonstration of previously developed content			5
4.2	Demonstration of previously developed videos/short films			5
4.3	Demonstration of previously developed designs and advertisement			5
4.4	Overall Branding Vision adopted in previously Developed Project			5

5	Listing of awards won by the Bidding Agency			10 max
	International Award- 10	Up to National Award - 7	Up to State Level Award - 5	

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.
- d. The Bidder has to achieve a min of 50% marks in each category (except Technical Presentation and awards category).

Financial Bid Evaluation

The lowest evaluated financial quote (**Fm**) will be given the maximum financial score of 100 (one hundred) points. The financial scores (**Sf**) of the other Financial Proposals will be computed as per the formula: **Sf = 100 x Fm/F**, in which **Sf** is the financial score, **Fm** is the lowest financial quote and **F** is the financial quote under consideration.

Evaluation and Comparison of bids

Technical Evaluation Committee (TEC) will be formed and appointed by the department. The Committee 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.

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 x T + S_f x P. Contract will be awarded to the Bidder scoring highest Final Score (S).

RFP PART – I: SECTION –III

GENERAL CONDITIONS OF THE RFP/CONTRACT

- 1. GST number required:** The bidder should have a valid GST number. Failure to comply with this instruction shall render his/ her / there in complete and shall be rejected with other punitive action against the said as deemed fit by BSCL. In any change or amendment made by the Government will be applicable according the instructions.
- 2. Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by BSCL that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then BSCL may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s) , as BSCL may decide just & proper for completion of the procedure(s).The result(s) of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
- 3. No Claim for Bidding/Cancellation of Tender, etc.:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
- 4. Understanding the RFP Before Bidding:** The consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (RFP Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by BSCL with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
- 5. Work Program:** The selected bidder shall submit Strategy plan during signing of the agreement. The same shall be approved with necessary modifications, if any, by BSCL. However, BSCL shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the

selected bidder to abide by such changes in strategy plan as per direction of BSCL. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BSCL.

6. Urgent work: If any urgent work in the opinion of BSCL becomes necessary to be executed and the consultant is unable and unwilling at once to carry out, The BSCL may be on its own or through other agency carry it out, as it may consider necessary. All incurred on it shall be recoverable from the consultant or shall be adjusted against any sum payable to the consultant.

7. Change(s) in Name and Constitution of the Consultant: Any change(s) in the name/constitution of the consultant, shall be forthwith notified by the consultant to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the contract and the security deposit of the consultant shall, thereupon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind thereof and in addition the consultant shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

8. PERIOD OF CONTRACT: The tender for Selection of Integrated Media Management and Public Relations Agency (IMMPRA, BSCL shall be allotted for a period of 36 months (three years) this include consultancy & monitoring from the Bareilly center itself for which an agreement with the successful bidder shall be signed as per **ANNEXURE-III** and the conditions described herein shall also be part of the agreement.

- The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non-judicial stamp paper in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender.
- The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.

The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the BSCL and forfeiture of security deposit with BSCL.

(a) Rescission of Contract: Subject to other provisions contained in this RFP or in the agreement, BSCL may, without prejudice to any other right or remedy available to the consultant in respect

of any delay/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

I. If the consultant having been given by BSCL a notice in writing to rectify, reconstruct or replace any work or that the work is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter.

II. If the consultant being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

III. If the consultant has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of CHIEF EXECUTIVE OFFICER (which shall be final and binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Chief Executive Officer, BSCL.

IV. If the consultant fails to follow and comply with the relevant provisions this RFP and/or agreement.

V. If the consultant fails to complete the work within the stipulated date or items of the work with individual date of completion. If any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

When the Consultant has made himself liable for action under any of the cases aforesaid, BSCL shall have the power to rescind the contract (of which rescission notice in writing to the consultant under the hand of CHIEF EXECUTIVE OFFICER shall be conclusive evidence), 20% of the value of the left over work will be realized from the consultant as Penalty in addition to other punitive measures deemed fit by BSCL including debarring the consultant from participating in BSCL Tenders at least for 3 years, blocking his/her/their Digital Signature Certificate(DSC) in the e-procurement portal and recommending the corresponding License Issuing Authority not to renew the license of the consultant. In case of rescission of contract, the consultant shall have no claim for compensation for any loss sustained by him by reasons of having purchased or procured any materials/equipment or entered any engagement on account of or with a view to execute the work/ performance of the consultant.

11. Black Listing: A consultant may be black listed for: -

- a) Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the state.
- f) Submission of False/ fabricated/ forged documents for consideration of a tender.

In case a consultant is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

12. Force Majeure: Neither the consultant nor BSCL shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accidental fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of an act of god or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

13. Jurisdiction for Legal Dispute: That for the purpose of jurisdiction in the event of issue, if any, the contract should be deemed to have been entered in front of CEO, Bareilly Smart City Limited, Bareilly will be final authority to resolve the dispute.

14. Statutory Approvals and clearances The Contractor shall be liable to undertake all statutory clearances, NOC and approvals from the relevant Local/State/Central/Other statutory authorities for undertaking and executing the project. The Official fee for undertaking these clearances shall be paid/Reimbursed by the BSCL, However all Incidental expenses shall be borne by the contractor.

RFP PART – I: SECTION –IV

SCOPE OF WORK

Introduction

The Special Purpose Vehicle (SPV) for smart city projects at Bareilly, the Bareilly Smart City Limited (BSCL) 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 Bareilly.

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

Vision

The BSCL Smart City Limited expects the agency to function for a period of three 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.

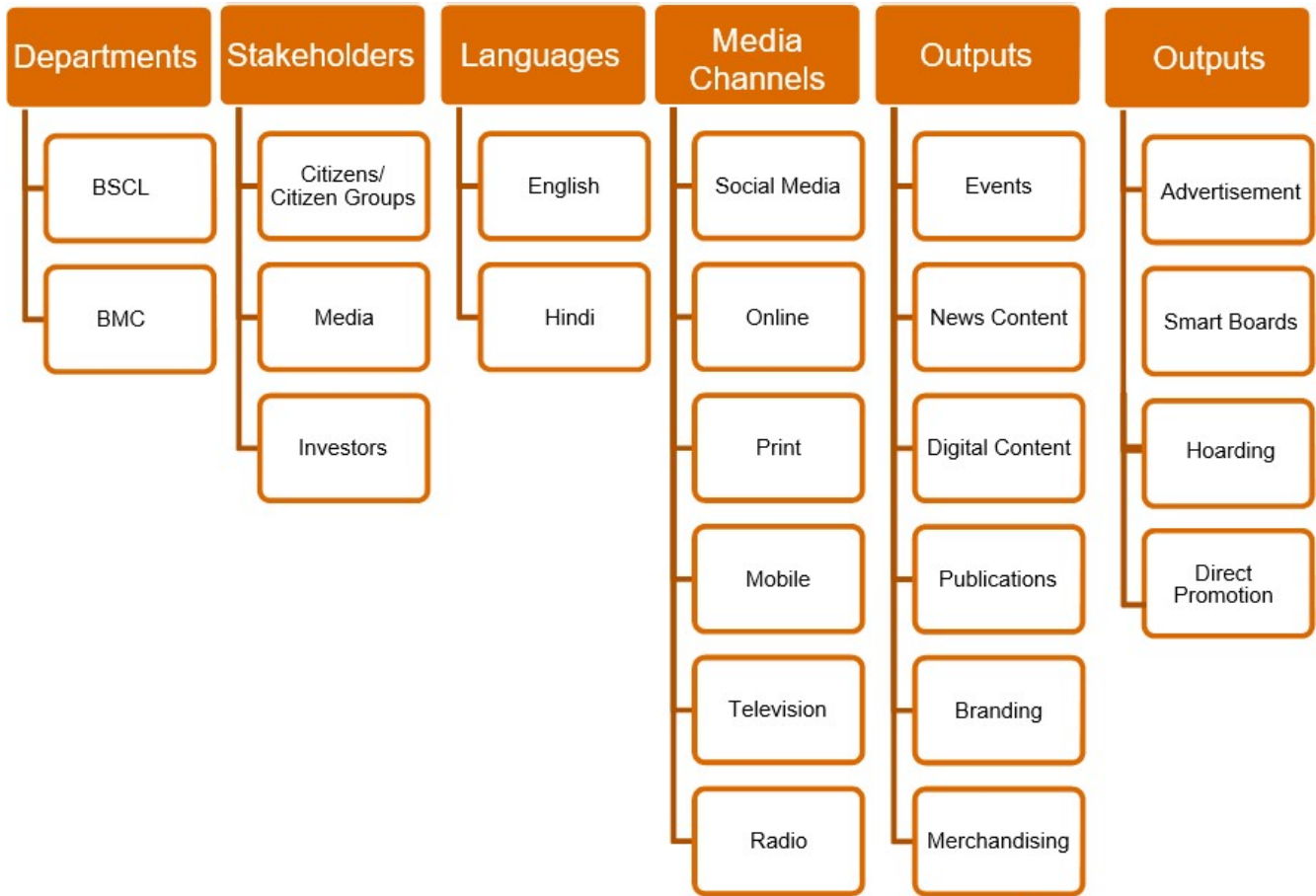
Knowledge dissemination, public awareness, stakeholder discussion on:

1. **Promote the concept of standard of the live ability indicators under the Smart City Mission** through media awareness and engagement activities of all stakeholders and beneficiaries of smart city projects. Thus, a liveable environment of a knowledgeable and participatory society can endorse smart city projects.
2. **Economic Viability** – Assist BSCL to conduct economically beneficial public awareness activities around the smart city concept or under BSCL 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 Sustain ability**–Assist BSCL to conducting awareness and field activities to spread awareness on the environment availability concepts adopted in the smart city projects.
4. **Social Equitability**–Assist BSCL to conduct awareness and activities to spread awareness on the social equitability elements adopted in smart city projects of BSCL.
5. **Transparency**–Creating active platform under BSCL branding for easy access and constant sharing of data and ideas to the citizens of BSCL: 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 BSCL events, for greater acceptability of smart city projects. Such democratic engagement activities will largely influence the essential advocacy across projects.

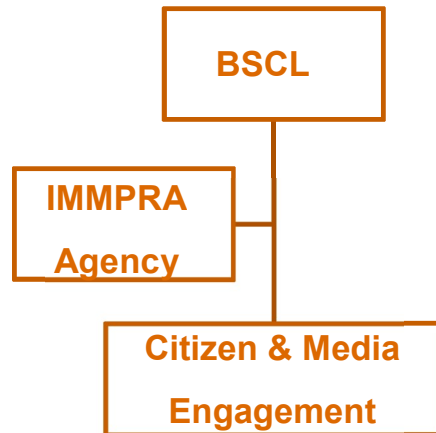
Note: The location for various promotional events can be in and around smart city project areas



SCOPE OF WORK

The Broad scope of works are as follows: -

1. IMMPPRA Strategy Plan
2. Event Management
3. Media Management
4. Branding
5. Merchandizing
6. Website
7. Advertising
8. Signage
9. Training to BSCL Staff



1. IMMPPRA - Strategy Plan

The IMMPPRA should prepare an effective Strategy Plan for Management of Media Marketing and Public Relation and advertising Engagement for BSCL for three years with a vision to uplift the positive impact of BSCL 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 carryout IEC and Branding activities in the twin cities of BSCL 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 BSCL recruited staff or content writing, social and online media management and public relations and media engagement. The team of trained staff of BSCL which will act as implementation support to the agency.

The IMMPPRA strategy plan and output log frame will clearly outline the quarterly progress to be achieved for each item in the scope of work of the agency. This plan would be followed for the payment milestones during the project on a quarterly basis.

The Objectives of IMMPPRA

1. Carryout the functions of IMMPPRA-Strategy Planning in accordance with BSCL.
2. Drive consistent and active participation of media, public and all stakeholders to generate awareness of projects and important civic issues.
3. Under take 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 BSCL projects.
5. Spread the importance of smart city projects of Bareilly through media publicity at City, State, National and International levels.
6. Publish best practices of BSCL/Bareilly projects for influencing its replication to other cities.
7. Generate visibility and credit for Bareilly projects through nominations at suitable award/recognition platforms.
8. Train the BSCL staff parallel in developing their own team towards delivering the above objectives, which will act as implementation support to the selected agency.
9. Overall, contribute towards as sustainable Bareilly 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 Liveability Indicators.

Key Characteristics of IMMPPRA

1. Work closely with BSCL, with the Key Personnel preferably located within or near the same premises of BSCL.
2. Function by stringently following the IMMPPRA–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 Chief Executive Officer / Special Officer,

BSCL.

4. Deliver timely, effective, creative and innovative approaches and outputs through designated staff and well-equipped infrastructure facilities.

2. Event Management

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, budgeting and execution for the events to be taken up by the authority. It may include but not limited to activities such as seminars, conferences, rallies, drives, road shows, 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. **Coverage of the events:** The agency shall manage the tracking and submission of online, print & electronic coverage of the events.
5. **Content Designing:** Designing and printing of creative for various events. However, printing of flyers, posters, banners, hoardings, flex etc. for the events shall be under taken by the authority; subsequently cost of printing shall be borne by the authority.

3. Media Management 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:

1. Strengthen the awareness and encouragement on the effective utilization of smart city projects for the beneficiaries.
2. Strengthen the media engagement Locally, Nationally and Internationally.
3. Strengthen the civic engagement in Bareilly smart city through publications focusing on quality public awareness around projects and civic issues in and around project areas.
4. Strengthen the process of exchange of ideas and best practices from other smart cities and established

- projects.
5. Strengthen the unified voice of media towards righteous acceptance of smart city developmental works.
 6. Strengthen the publication of the projects through conferences, workshops, media coverage and publications (minimum 1 quarterly national coverage).

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 BSCL.
- 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 PowerPoint Presentations on every project and its promotional activities, for smart city representation during BSCL 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. Create and Update consistently the website and social media sites of BSCL with well credited digital data.
- h. Assist BSCL 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 Bareilly for online media, YouTube, etc.

(ii) Print Media

- a. Engage the Vernacular/Regional/National media on issues of importance to BSCL & BMC.
- b. Organize regular media gatherings /conferences on various topics time to time.
- c. Deliver timely news by coordinating with media houses—both Hindi and English.
- d. Coordinate with reputed national main stream Hindi media for quarterly coverage of minimum one article on BSCL smart city projects.
- e. Encourage BSCL 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 coverage's for BSCL/BMC projects and activities.
- g. Ensure that National and State level news coverage of BSCL's smart city projects are with mutual

discussion and consent from project leaders and BSCL authorities.

- h. Assist BSCL to engage students as intern/ volunteer writers for project promotions by helping to publish their blogs, creative talents to appropriate media platforms.
- i. Assist BSCL 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 BSCL Websites for greater reach and dissemination of information of various projects and activities of BSCL.
- b. Establish a citizen friendly and interactive BSCL 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 BSCL progresses through blogs and data (www.MyGov.in, other smart city related websites, etc.)
- d. Establish good network among many online media houses to publish BSCL projects.
- e. Help PMC by identifying the National / International best practices related to smart city projects for project improvements.
- f. Assist BSCL by encouraging Board members, consultants/employees, investors, and city's literary figures and important celebrities to write on various smart city projects / initiatives.
- g. 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 BSCL and setup newer platforms.
- b. Follow the objectives of the IMMPPRA –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 BSCL & BMC social media platforms for greater reach and dissemination information of various projects and promotional activities of BSCL; 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 BSCL & BMC 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

BSCL & BMC 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 Bareilly identified by BSCL. (*Social Media activism*)

(v) Mobile Media

- a. Assist BSCL in collating the database of consumers of mobile device and smart phone from different sources.
- b. Utilize actively the data base 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 BSCL / BMC.
- 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 BSCL to promote the best practices and progress 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 BSCL authorities, experts, celebrities, or any important take holders-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 BSCL and Corporators of award 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 cover age on concerned online and social media platforms.
- g. Convene a quarterly interaction with television Ensure all possible ways for best promotion of Bareilly

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 BSCL 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 Bareilly smart city projects and other good works through radio.

Content Development for Publications and advertising

Content development is of core importance in the communication strategy and hence IMMPPRA must be prudent and careful in drafting the news, creative to be in line with the IMMPPRA – 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 Hindi 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 main stream 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 BSCL.
- b. Design books, brochures, folders, newsletter, posters, advertisements, creative, smart board media, hoardings, etc. in consultation with BSCL. (ensure materials used for promotions are only eco-friendly and reusable)
- c. Produce online creative in rich text media.
- d. Prepare Power Point Presentations, flash messages, etc. in all digital formats for the various road shows / Government presentation, award ceremonies, social media, etc.
- e. Replicate creative 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 creative of BSCL 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 creative/illustrations on various aspects of BSCL for release of advertisement.
- i. Undertake any other creative work that may be assigned by BSCL from time to time.

Note:

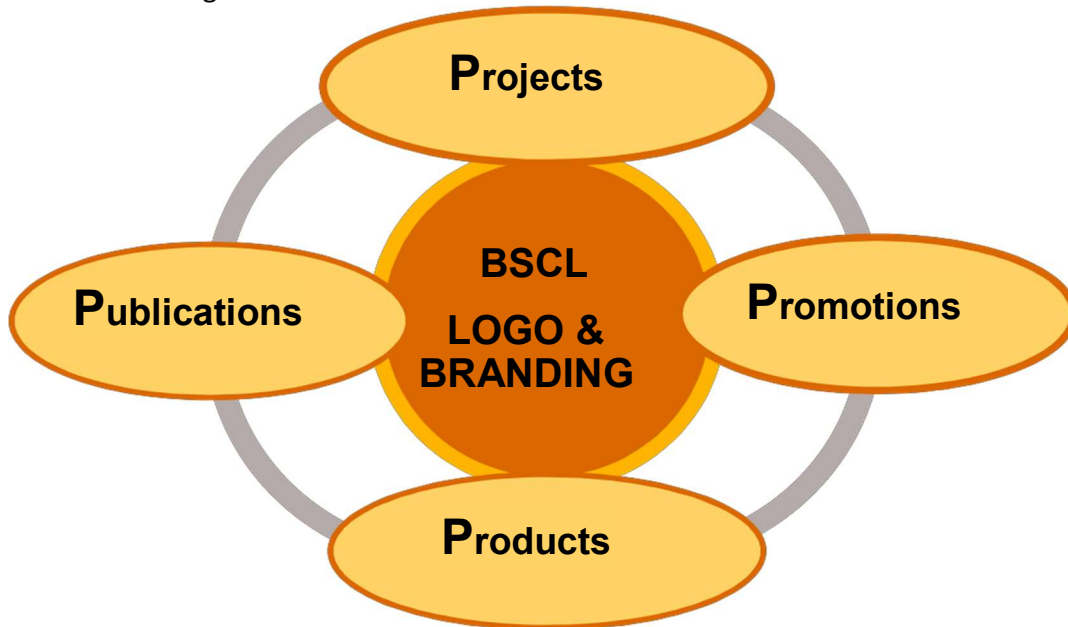
Any publication or communication material to be published in public domain only after approval from Chief Executive Officer, BSCL.

4.Branding

1. Prepare a comprehensive strategy for branding of Bareilly Smart City Limited and city in large, as approved by BSCL.
2. Integrate and complement any existing or on-going 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 BSCL in social and political circles.
5. Assist in creating an exception all logo, slogan, brand name and a creative and assertive name to every promotional events and media articles
6. Assist BSCL in producing exceptional thematic project videos through creative agencies/expertise and from inputs from PMC and BMC.
7. Ensure that the publications of BSCL 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 and promotion of heritage and handicrafts, literature, etc.

5. Merchandising

The BSCL smart city logo and Brand Name must be a core aspect of every representation of its constituents—**4Ps- 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 BSCL

1. Design, advertise and promote the following types of merchandise within Bareilly, to be mutually agreed with BSCL:
 - 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 equipment's, 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 BSCL 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.

6. Website

Terms of Reference

- The broad scope is to design, develop, implement and maintain Bareilly Smart City Limited (BSCL) website application and content management system with bilingual support (Hindi and English) for a period of 3 (three) years.
- BSCL reserved the right to amend/ add/ delete/ edit any of the following items of the scope of work at the cost of the bidder which shall be binding on the bidder.

Background

A new website for Bareilly Smart City Limited has to be developed and the corresponding MIS system and processes associated with this website need to be integrated in the existing portal of www.nagarnigambareilly.com . Also, the portal shall have compatibility to integrated development of a Mobile application for city services in future.

The objective of the Portal is to ensure the following:

1. Providing easy, anywhere and anytime access to Government Services.
2. Information dissemination as provided under in under RTI.
3. Providing the contact detail of the Department.
4. Providing the status of various projects undertaken by BSCL.
5. To have a platform of interaction between BSCL and the public at large.
6. Ensure two-way communication process for citizen consultation.

Components

The project shall be implemented within a period of maximum 3 (three) months or earlier and it shall be followed by a Maintenance phase of 3 (three) years and 6 (six) months from the date of Go- live. The broad components of the project are as follows:

- Design and development of Website and Mobile Application along with content management system - maximum 3 (three) months.
- Operation, Up gradation and Maintenance- 3 (three) years after website is live
- Training to Departmental User- As per Department requirement.

7. Advertisement

The goal is to prepare advertisement plan, Design; identify opportunities for maximizing the impact and revenue from advertisement, including Smart Real Time Automatic Variable display board, other forms of advertisement boards (Uni poles, etc.) on various locations under BMC limits.

Major Activities to design, supervise & manage implementation

Major activities associated with this work are summarized below.

- Preparation of the final list of locations for each type of boards, information to be provided on each board in association with BSCL. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit to examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be borne by the bidder.
- Preparation of detailed advertisement / Signage / Promotion board specification and managing the tender and bidder process to execute the work.
- Designing & Preparing a list and specifications of Smart Boards (with their feasibility) and their location identification. Managing the tender and installation of all the smart boards on PPP / EPC mode. Designing and managing the content for all the smart boards and ensuring their integration with the ICCC & mobile App.
- Incorporate the Maintenance of the boards for the first five years from the date of installation. The following items of works are included in the maintenance.
- Water washing and cleaning the board, if necessary, by light detergent, in every one year.
- Painting of the signs, if necessary, in every two years.
- Repairing / replacing the sheets / boards damaged in natural causes, free of cost.
- Damage control and re-installation process should be defined
- Setting up of help desk / service center to maintain all advertisement boards / signage's.

8. Signage

- The selected bidder shall develop a comprehensive strategy for the installation of signages in the city to achieve maximum public awareness and Brand image of the Bareilly Smart City project.
- The Bidder shall develop good quality graphic content for the signages.
- Different forms and modes of signages should be designed and installed across the city for the promotion of Smart City projects.

9. Training of the BSCL Staff

- a. Prepare a Training Calendar for the BSCL staff or three-year engagement.
- b. Ensure the Training calendar is a frame work of activities to be under taken with timelines.
- c. Under take parallel knowledge sharing and training to the BSCL 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 BSCL, 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 BSCL staff to gradually build their capacities, with the approval of BSCL.
- f. Include the calendar items within a log-frame to monitor the activities undertaken by BSCL 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 BSCL; or the entire task to be taken up by BSCL.

1. Printing and Circulation of publications and IEC materials.
2. Boosting the online presence through paid subscription of social, online and mobile media (Bulk SMS) platforms.
3. Telecasting the still or video content in various channels like television, radio, cinema halls, various online/social media platforms, etc.
4. Branding and Advertisements through various media channels.
5. Procuring products for merchandising.
6. Any external skill-training requirements by BSCL staff.
7. Purchase of Database of Mobile users through Third Party.
8. Events

RFP PART – I: SECTION –V

Timeline and Payments

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:

S.No.	Deliverables	Timeline
1.	IMMPRA - Strategy Plan	4 weeks from mobilization
2.	Output Log-Frame and Baseline of performance indicators	4 weeks from mobilization
3.	Website with e-mails online	Within 3 months from mobilization. Service levels of website section
4.	Events Scoping/ Concept Note	As per timelines defined by the Client from time to time
5.	Media Management Scoping/ Concept Note	As per timelines defined by the Client from time to time
6.	Training Scoping (for BMC Staff)	As per timelines defined by the Client from time to time
7.	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 BSCL for approval 3 days prior to event
8.	Event Proceedings	Within 3 days of event to be shared/circulated with media and stakeholders on BSCL approval; Same day—a brief proceeding with photographs to be uploaded on social media sites. Also, a draft proceeding to be submitted to BSCL for approval 10 days prior to event
9.	Media related Analytic Reports	On 5 th of each month
10.	Product Outputs	On 5 th of each month
11.	Monthly Progress Reports	On 5 th of each month

12.	Quarterly Progress Reports	At end of each quarter (1 st draft for BSCL approval 2 weeks prior to End of each Quarter)
13.	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
14.	Compiled Project Report and/or Best Practices Catalogue	At end of year(1 st Draft to be submitted 2months prior for BSCL approval)
15.	Annual Reports of BSCL	At end of financial year(1 st Draft to be submitted 2 months prior for BSCL approval)
16.	Posting/Circulation of any Reports/Books across India	Online Circulation within 1 week of Releasing Books; Posting within 2 weeks of Releasing Books
17.	Other deliverables (as per Client requirements)	As per timelines defined by the Client from time to time

Project Duration

The duration of assignment is 3(three) 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 maybe revised based upon mutual agreement between the parties.

Team Requirement

Off-site Team:

The Agency shall constitute the team to deliver qualitative, creative, innovative and timely outputs to BSCL as per the scope of work mentioned in the RFP for all the Off-site scope of work for the design and management of the work. The detailed team allocation plan shall be submitted by the selected bidder. The team should be managed by the Team leader (media creative director) with minimum qualification as below:

S. No	Staff	Qualification	Experience criteria	Minimum Experience in Years	Hindi proficiency	Work Location
1	Team Leader & Media /Creative Director	Graduate/ Post Graduate in any discipline	Experience In managing team/ Projects and preferably in Mass communication	5	Required	Offsite - But presence at BSCL is important during: a) first 2 weeks during first month; b) Minimum 2 monthly visits of minimum 2 days at BSCL throughout the contract period c) Presence is mandated during important meetings/ discussions as informed by BSCL at Bareilly &all Review meetings of Agency

On Site Team

Bidder has to engage an on-site team at BSCL office for managing the day to day on-ground activities under the scope of work with at least the below mentioned Key Personnel, and can have more members/specialist as per requirement (this can be further discussed with BSCL during pre-bidding meeting or upon selection).

S. No.	Staff	Qualification	Experience criteria	Minimum Experience in Years	Hindi proficiency	Work Location
1	Public Relations Manager & Field Level Event co-ordinator	Graduate/ Post Graduate	Experience working at public relations, NGO sectors/community engagement/journalism or related	3	Hindi Speaking is a must; Also Reading is also an unavoidable important requisite	On-site at BSCL - The most important onsite face of Agency. Presence is Mandate during important meetings/discussions as informed by BSCL at Bareilly & Quarterly Review Meeting of Agency
2	English Content writer & Editor	Graduate/ Post graduate	Experience in mass communication, journalism, literature and experience working in media or publishing firms	2	Not necessary	On-site at BSCL. Presence is Mandate during important meetings/discussion as informed by BSCL at Bareilly & Quarterly Review Meeting of Agency
3	Hindi Content writer & Editor	Graduate/ Post graduate	Experience in mass communication, journalism, literature and experience working in media or publishing firms	2	necessary	BSCL. Presence is Mandate during important meetings/discussions as informed by BSCL at Bareilly & Quarterly Review Meeting of Agency

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.

Payments

The Financial Bid of the agency is divided into two parts & the payment for the same is listed below:

Part-1: OFF-SITE:

Integrated Media Management and Public Relations Agency (IMMPRA) For Bareilly Smart City Limited (BSCL) as per the detailed scope of services. The payment for the same shall be made as follows:

The payment shall be made on quarterly basis on the pro rata completion of the milestones achieved by the bidder as finalized in IMMPRA Strategy plan & the output log frame. The IMMPRA strategy plan and output log frame will clearly outline the quarterly progress to be achieved for each item in the scope of work of the agency. This plan would be followed for the payment milestones during the project on a quarterly basis.

Part-2: ON-SITE MANPOWER DEPLOYMENT:

The Payment shall be made on a *Monthly basis*.

1. Payment due for remuneration for the month is based upon agreed monthly retainer-ship rates of services of the individuals specified in the financial bid.
2. Bill for a specific month shall be raised in the following month based on the attendance of the staff at BSCL office in the previous month on pro-rata basis.
3. An attendance register shall be maintained on site.

Key Performance Indicators

1. The agency shall submit its Progress reports on both monthly and quarterly basis to BSCL 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.
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 BSCL with overall comments for improvement before 5th of every month
6. Once in every Quarter, performance matrix of agency will be evaluated by BSCL.

Obligations of BSCL

1. BSCL and agency shall mutually agree upon the IMMPPRA - Strategy Plan and Output Log- Frame submitted by agency **within 4 weeks** upon selection.
2. BSCL shall provide the following required facilities for effective functioning of agency in delivering the tasks:
 - a. Working space within BSCL premises or as decided by BSCL authorities
 - b. Available Data of stakeholders, passwords to social media sites, and other data towards drafting IMMPPRA - Strategy Plan, subject to conditions of BSCL.
 - c. TA/DA towards any travel of any resource outside Bareilly for the assigned and approved tasks like discussions /meetings with any important stakeholders, network sources, etc., for meeting the deliverables effectively.
3. BSCL shall approve any minor deliverables within its feasibility limits **within 14 working days** like, reports, media / event strategy plan, branding/merchandising plans, etc.
4. The TA/DA of Team Leader during monthly progress review visits to BSCL/BMC and during Meetings at Bareilly will be at the cost of Agency.
5. BSCL 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. BSCL 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 IMMPPRA-Strategy Plan
 - b. BSCL shall take up the cost of involving any External agency to meet the tasks as mentioned under IMMPPRA Strategy Plan or additional demands towards delivering the outputs.
 - c. BSCL 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. BSCL 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.
6. 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.

Roles and Responsibility of all stakeholders

1. BSCL 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.

RFP PART-I: SECTION-VI

Instructions to Bidders (ITB)

Conflict of Interest

In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Bareilly Smart City Limited in order to bid. Conflict of interest exists in the event of:

1. The supply of services, equipment or works whose specifications were prepared by the Bidder (individuals and organization's);
2. 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);
3. Conflicting assignments, typically monitoring and evaluation / environmental assessment by the implementation Bidder;
4. Bidders, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with Bareilly Smart City Limited e.g. advisory role, team leader;
5. 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 Practices prohibited under the anticorruption policy of the Government of India, the Government of Uttar Pradesh or Bareilly Smart City Limited.

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 Bareilly Smart City Limited, any other donor of development funding, or any contracting authority; Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

Anticorruption

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 Bareilly 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 Bareilly Smart City Limited-financed activities, and Bidders will be blacklisted by the BSCL.

Only one Proposal

Bidders shall submit one bid only and if found that the bidder is participating thru joint venture/ consortium etc. with other companies also in the same tender. Then all of the bids submitted by him shall be liable to be rejected with further action against him.

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.

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.

Instructions for submission of Proposal

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

Documents comprising the Proposal

- Bidders shall submit the Technical and Financial Proposal Physically along with EMD.
- The Technical Proposals will be opened at the date and time specified.
- The Financial Proposals for all qualifying Technical Proposals will be opened at a date and time intimated after technical evaluation.

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.

Taxes

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

Currency of the Proposal

Proposal prices shall be quoted in INR.

Proposal Validity

- Proposals shall remain valid for the period of 120 days 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.

Format and Signing of Proposals

- These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.
- The Technical Proposal & Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to both the Proposals. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposals, except for unamend printed literature, shall be signed or initialized by the person signing the Proposals.
- Any interlineations, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.

Deadline for Submission of Proposals

- Proposals must be submitted to the address specified and delivered on or before the time specified.
- BSCL may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.
- From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

Late Proposals

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

Opening of Proposals

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

Opening of Financial Proposals

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

Evaluation of Proposals

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

Undue Influence

Any attempt by a 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.

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.

Non-conformities, Errors and Omissions

1. The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
 2. The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
 3. 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;
- 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
 - 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.

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

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

Award of Contract Notification

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.

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.

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.

Earnest Money Deposit (EMD)

Bidders shall submit along with the Proposal an EMD of **Rs.5,00,000 (Rs. Five Lakhs only)** through RTGS/ NEFT in favour of the Chief Executive Officer, Bareilly Smart City Limited, payable at Bareilly. 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 Bareilly Smart City Limited, Bareilly.

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.

RFP PART-I: SECTION-VII

Annexure I: Power of Attorney for Signing of Bid

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 ofand presently residing at , who is presently employed with us and holding the position ofas our true and lawful attorney (herein after 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 HAS EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..... 2019.

For

For

(Signature, name, designation and address)

(Signature, name, designation and address)

Witnesses

1.

2.

(Notarized)

Accepted

..... (Signature)

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: Letter of Award

To,

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

Dear Sir,

(1) We refer to your Bid, dated_____,2019 submitted in response to the invitation for Bids for “Selection of Integrated Media Management and Public Relations Agency (IMMPRA) for Bareilly Smart City Limited, Bareilly (BSCL)”.

(2) Bareilly Smart City Limited, Bareilly (BSCL) is pleased to inform you that your Bid dated _____,2019 for “Selection of Integrated Media Management and Public Relations Agency (IMMPRA) for Bareilly Smart City Limited, Bareilly (BSCL)” has been accepted by BSCL. You have been selected as the Preferred Bidder for the Contract Price of Rs..... /-In words () (Herein after referred to as the “**Contract Price**”) subject to fulfillment 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 levy 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 up toas mentioned in clause and sign the Agreement, in duplicate, prepared by BSCL /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, BSCL shall be titled 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.

Agreed and Accepted

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

Name:
Designation:
Address:

Name:
Designation:
Address:

Place:
Date:

Place:
Date:

Company Seal

Company Seal

Annexure III: Agreement

This Agreement (“**the Agreement**”) is made on this ____ day of _____, 201_, at Bareilly, UP, India BETWEEN **Bareilly Smart City Limited**, accompany incorporated under the Companies Act, 2013 and having its registered office at (herein after referred to as “**BSCL**”), 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) Bareilly has in corporate a special purpose vehicle (SPV)–Bareilly Smart City Limited (BSCL) to plan, design, implement, coordinate and monitor the smart city projects in Bareilly. BSCL is a company incorporated under Indian Companies Act 2013 with equal shareholding from Government of India (GOI) and Bareilly Municipal Corporation (BMC).
- b) The BSCL has envisioned this Project, as part of Bareilly smart city initiative, to on board 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 Bareilly Smart City Limited.
- c) As a part of its endeavour to meet the vision of the Project, BSCL 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 Bareilly 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) BSCL has issued a Letter of Award (LOA) dated....., 2019 to the Agency and Agency has submitted Performance Security as per clause.....and Further the Agency has agreed to provide,

carryout 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 BSCL only).

Payment by	Amounts (in INR)	Tax	Total
Bareilly Smart City Limited, Bareilly		+18% GST	

(herein after collectively referred to as the “**Contract Price**”) inclusive all applicable taxes, duties, statutory charges levy and any other charges subject to fulfillment of all terms and conditions specified in the RFP Documents and LOA issued by BSCL 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 herein above, the Agency hereby covenants with the Client to provide, carryout 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 here by 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 _____, 2019 issued by Bareilly Smart City Limited duly accepted by the Agency (annexed Annexure-III hereto);
 - (c) Any other document not listed and not referred hereinabove, in the RFP Documents Shall form part of this Contract.

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 for three years term and minimum 6-8 months respectively. On site team in Bareilly and Off site team in the dedicated office of the bidder.

- c. The Agency shall in normal course attend meetings in Bareilly or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Client, GOI 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. 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.

10. 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.

11. Penalty

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.

12. 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.

13. 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.

14. The Governing Law

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

15. 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 (in form of Demand Draft/FD issued from a Nationalized Bank), in favour of CEO, Bareilly Smart City Limited (BSCL) for the due performance and fulfilment of the contract by the bidder.
- b. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value including 5 Lakhs of Earnest Money deposited and which shall be released one year after the defect liability period. 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 BSCL on demand.

16. 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 increases shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value.

Approval of Personnel

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.

If the Agency here after proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with 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 over time 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 7 (seven) 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 BSCL 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 BSCL 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 BSCL 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 BSCL for the following:

- i. Activities through volunteers/interns - 'smart city youth/club' created by BSCL in and around every smart city projects and educational institutes - for assisting agency with awareness and publicity across various promotional activities.
- ii. Smart city (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.
- 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 BMC Ward Committee, Resident Welfare Associations (RWAs) and other clubs/associations.
- vii. Announcing best serving citizen volunteer/group and award them through CEO, BSCL - 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 BSCL 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 inter active session/ trainings/workshops for public on environmental, health, gender issues around smart city or in general under BSCL 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 BSCL.

Annexure VI

CERTIFICATE OF NO RELATIONSHIP

I/ We hereby certify that I/We* am/are* **related /not related** (*) to any officer of Bareilly Municipal Corporation of the rank of Assistant Engineer & above and any officer of the rank of Assistant Engineer/under Secretary and above of the housing & Urban Development Department, Govt. of Uttar Pradesh. I/ We*am/are*aware that, if the facts subsequently proved to be false, my /our*contract will be rescinded with for feature of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/our tender liable for rejections.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE VII: AFFIDAVIT

(Applicable for All Bidders)

(On Non – Judicial Stamp of Rs 100 duly attested by Public Notary)

1. I, Shri /Smt./Ms....., Son/daughter/Wife of, hereby declare as the consultant /as the..... authorized signatory on behalf of the consultant,“ ”**(Strike out whichever is not applicable)**
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. The under signed also here by certifies that neither our firm M/s _____ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/tendering process.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BSCL.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work “Supply and Installation of open gym Equipment and up- gradation of parks in Bareilly” BSCL vide Bid Reference..... Dt is true and correct.
7. My/Our present address for correspondence isand my/our telephone/contact number is..... and e-mail ID for correspondence is..... I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

(Deponent)

(Signature of the Tenderer/Authorized Signatory/

Company with Seal of the Firm/Company)

ANNEXURE VIII: DECLARATION CERTIFICATE

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/ We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible consultant and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labours, materials, equipment etc. accordingly.
4. In the event of award of the work to me/us, I/We under the entire responsibility for the structural stability to reconstruct /replace the whole or part of the component of the structure in the event of failure or improper functioning/improper constructions within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, laborers, taxes, natural calamities, public nuisance, miscreants or any account in connections with work within execution of the work till the project completion period and shall not be entertained by the department (Bareilly Municipal Corporation).
6. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer / tender shall be rejected by the department without any intimation tome/us.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER