

**REQUEST FOR PROPOSAL FOR APPOINTMENT OF  
PUBLIC RELATIONS AND COMMUNITY OUTREACH AGENCY  
FOR  
CITIIS/UJJAIN SMART CITY LIMITED**



**NIT No. USCL/248**  
**TENDER ID: 2023\_UAD\_271191\_1**  
**Date: 26 April 2023**

## Contents

1. INTRODUCTION.....	4
<b>Performance Security .....</b>	<b>6</b>
2. INSTRUCTIONS TO APPLICANTS .....	8
A. GENERAL.....	8
<b>2.1 Scope of Proposal .....</b>	<b>8</b>
<b>2.2 Conditions of Eligibility of Applicants .....</b>	<b>8</b>
<b>2.3 Conflict of Interest .....</b>	<b>11</b>
<b>2.4 Number of Proposals .....</b>	<b>14</b>
<b>2.5 Cost of Proposal.....</b>	<b>14</b>
<b>2.6 Site visit and verification of information.....</b>	<b>14</b>
<b>2.7 Acknowledgement by Applicant.....</b>	<b>14</b>
<b>2.8 Right to reject any or all Proposals.....</b>	<b>15</b>
<b>2.9 Contents of the RFP .....</b>	<b>15</b>
<b>2.10 Clarifications.....</b>	<b>17</b>
<b>2.11 Amendment of RFP .....</b>	<b>17</b>
B. PREPARATION AND SUBMISSION OF PROPOSAL .....	17
<b>2.12 Language.....</b>	<b>17</b>
<b>2.13 Format and signing of Proposal .....</b>	<b>18</b>
<b>2.14 Technical Proposal.....</b>	<b>18</b>
<b>2.15 Financial Proposal .....</b>	<b>20</b>
<b>2.16 Submission of Proposal .....</b>	<b>20</b>
<b>2.17 Proposal Due Date .....</b>	<b>21</b>
<b>2.18 Late Proposals .....</b>	<b>21</b>
<b>2.19 Modification/ substitution/ withdrawal of Proposals – Not Applicable as the bid is Online and process can be done online by prospective bidder.....</b>	<b>21</b>
<b>2.20 Bid Security .....</b>	<b>22</b>
<b>2.21 Performance Security.....</b>	<b>23</b>
C. EVALUATION PROCESS.....	23
<b>2.22 Evaluation of Proposals.....</b>	<b>23</b>
<b>2.23 Confidentiality.....</b>	<b>24</b>
<b>2.24 Clarifications.....</b>	<b>24</b>
D. APPOINTMENT OF AGENCY.....	24
<b>2.25 Negotiations .....</b>	<b>25</b>
<b>2.26 Substitution of Key Personnel .....</b>	<b>25</b>
<b>2.27 Indemnity .....</b>	<b>25</b>

2.28	Award of Consultancy.....	25
2.29	Execution of Agreement.....	26
2.30	Commencement of assignment.....	26
2.31	Proprietary data.....	26
3.	CRITERIA FOR EVALUATION .....	26
3.1	Evaluation of Technical Proposals .....	26
3.2	Evaluation of Financial Proposal.....	29
4.	FRAUD AND CORRUPT PRACTICES.....	29
5.	PRE-PROPOSAL CONFERENCE .....	31
6.	MISCELLANEOUS.....	31
	SCHEDULES.....	27
	SCHEDULE-1: Terms of Reference.....	28
	SCHEDULE-2: Contract for Agency’s Services.....	50
	Schedule 3: Agreement.....	53
	<b>Annex -1: Terms of Reference .....</b>	<b>70</b>
	<b>Annex-2: Deployment of Key Personnel .....</b>	<b>71</b>
	<b>Annex-3: Deleted.....</b>	<b>72</b>
	<b>Annex 4 - Approval of Sub Agency NA - Deleted.....</b>	<b>72</b>
	<b>Annex-5: Cost of Services.....</b>	<b>73</b>
	<b>Annex-6: Payment Schedule.....</b>	<b>74</b>
	<b>Annex-7: Bank Guarantee for Performance Security .....</b>	<b>75</b>
	APPENDICES.....	80
	TECHNICAL PROPOSAL .....	81
	Letter of Proposal.....	81
	Statement of Legal Capacity .....	87
	Particulars of Key Personnel.....	94
	Abstract of Assignments of the Applicant <sup>\$</sup> .....	92
	Assignments of Applicant.....	93
	Curriculum Vitae (CV) of Professional Personnel.....	95
	Proposal for Sub-Agency(s) – Not Applicable.....	97
	FINANCIAL PROPOSAL.....	98
	Covering Letter.....	98

## Disclaimer

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants 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 or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties 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 Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, 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 Applicant 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 Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP 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 anyway in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority 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 Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant 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 Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## 1. INTRODUCTION

**1.1** Ujjain has been selected as one of the 100 smart cities in India under the flagship Smart City Mission of MoHUA. to implement the Smart Cities Mission (SCM). Ujjain Smart City Proposal (SCP) has secured third rank in second round cities. CITIIS (City Investments To Innovate, Integrate and Sustain) is the main component of the 'Program to fund Smart City projects through a Challenge Process' launched by the Ministry of Housing and Urban Affairs (MoHUA) in July 2018. CITIIS is financed by the French Development Agency (AFD) and the European Union (EU). Under the CITIIS component, 15 projects were selected across 100 smart cities, one of which is phase 2 of MRIDA. Under CITIIS, USCL will be provided financial assistance in the form of grant and technical support in the form of tailor-made mentorship (expertise), over a period of three years. CITIIS is supported by the Ministry of Housing and Urban Affairs (MoHUA), Agence Française de Développement (AFD) and the European Union (EU). Government of India as the "Borrower" has received a loan from the AFD towards the cost of Infrastructure Development for implementing urban infrastructure projects that are integrated, innovation driven and sustainable. It is intended that part of the proceeds of these funds will be applied to eligible payments under the contract for "APPOINTMENT OF PUBLIC RELATIONS AND COMMUNITY OUTREACH AGENCY FOR CITIIS/UJJAIN SMART CITY". The Authority has decided to carry out the process for selection of Public Relations Agency for Branding & promotion of Ujjain Smart City as well as conduct Public outreach and community consultation for CITIIS as well as other Government schemes. The Agency shall perform the activities in accordance with the Terms of Reference specified in Schedule-1 (the "TOR").

### **1.2 Request for Proposals**

**1.3** The Authority invites proposals (the "Proposals") for Appointment of public relations agency and community outreach agency for CITIIS /Ujjain smart city in conformity with the TOR (collectively the "Consultancy").

**1.4** The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

### **1.5 Due diligence by Applicants**

**1.6** Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

### **1.7 Sale of RFP Document**

RFP document can be downloaded from the website of <http://mptenders.gov.in> However, the bids of only those Applicant shall be considered for evaluation who have made online payment of Rs 15,000/- (Rs Fifteen thousand only) for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee of Rs 15,000/- (Rs. Fifteen thousand only) is to be paid

by the bidder by making online payment only against this RFP through portal.

### 1.8 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

### 1.9 Brief description of the Selection Process

The Authority has adopted a single stage two envelope selection process (collectively the “Selection Process”) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. The selection will be done through Least Cost Selection (LCS) method. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Financial Proposals will finally be ranked as specified in Clause 3.2.4. The financially lowest evaluated (L1) Applicant Consultant (the “Selected Applicant”) shall be called for negotiation, if necessary.

### 1.10 Currency conversion rate and payment

~~1.10.1~~ All payments to the Agency shall be made in INR in accordance with the provisions of this RFP. The agency shall quote in INR only.

### 1.11 Schedule and other details of Selection Process

The Authority would endeavor to adhere to the following schedule:

#	Event Description	Date & Time
1.	Publication of Request for Proposal	26/04/2023
2	Method of procurement	Consultancy – Least cost selection (LCS)
3.	Last date for receiving queries/clarifications ( <b>online only on email id mentioned at clause 1.14.1</b> ) RFP document can be downloaded from the website of <a href="http://mptenders.gov.in">http://mptenders.gov.in</a>	08/05/2023
4.	Pre-Proposal Conference	08/05/2023
5.	Last date for purchase of RFP document Cost of documents	The RFP Fee of Rs 15,000/- (Rs. Fifteen thousand only) is to be paid by the bidder by making online payment only against this RFP
6.	Bid security	Bid security of Rs. 2,00,000 (Rupees Two lakhs) payable online only through respective e-procurement payment gateway, returnable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in

		Clause 2.25.1.
7.	Proposal Due Date or PDD (online submission of Technical Proposal and Financial Proposal on e-procurement portal)	15/05/2023
8.	Submission of hard copy of Technical Proposal	Not applicable
9.	Opening of Technical Proposals	16/05/2023
10.	Presentation by Applicant	To be intimated separately
11.	Opening of Financial Proposals	To be intimated separately
12.	Letter of Award (LOA)	Within 15 days of Opening of Financial Proposals
13.	Signing of Agreement	As mentioned in the LOA
14.	Performance Security	Amount equal to 5% (five per cent) of the Agreement Value
15.	Validity of Applications	120 days from proposal due date. As mentioned in clause 1.5

#### 1.12 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to due date of submission of proposal at their own cost and efforts.

#### 1.13 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

**Date and Time:** As mentioned in Clause 1.11

**Venue:** As mentioned in Clause 1.11

#### 1.14 Official Contact for the proposal

##### 1.14.1 All communications including the submission of Proposal should be addressed to:

Chief Executive Officer,  
Ujjain Smart City Limited  
Address: Mela Office, Kothi Road, Ujjain,  
Pin: 456010  
Email: [ujjainsmartcity@gmail.com](mailto:ujjainsmartcity@gmail.com)

##### 1.14.2 The **Official Website** of the Authority for tender purposes is:

<https://mptenders.gov.in>

<http://ujjainsmartcity.com/>

##### 1.14.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**RFP Notice No. (as per brief NIT) for Appointment of Public Relations Agency**



**and community outreach agency for Ujjain Smart City.**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. A maximum of two members including Lead Member shall be allowed in a consortium. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in Instruction to Applicants Part B. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

#### 2.1.4 Key Personnel

The Agency Team shall consist of the following key personnel (the “**Key Personnel**”) as specified below:

S. No.	Key Personnel	Number
1	Team Leader/ Media Manager	1
2	Project Manager cum IEC Expert	1
3	Communication and documentation Expert	1
4	Community Mobilizer	2
5	Graphic Designer	1
6	Content Developer	1

#### 2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for technical evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

**2.2.2.1 Basic Eligibility criteria**

- a. An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or Institutions registered under Societies Act or Partnership firms or Proprietorship firms. or under equivalent law in India/abroad. The bidder to provide certificate of registration/incorporation as applicable to it under laws of India.
- b. The Applicant must have a valid GST and Income-tax registration in India. (proof of registration must be enclosed with technical proposal)..
- c. Registered office in India which is operational for last three years. The bidder to provide details of its commencement of business certificate or certificate under relevant shops and establishment act.

**2.2.2.2 Technical Eligibility**

- a. The Agency shall have successfully completed at least two eligible assignments in last five years. The eligible assignments mean as defined below in point ‘f’. The bidder shall provide client certificates indicating nature of work, value of work done, period of completion, client name, work completion status among other things.
- b. The Bidder, shall be an agency / entity essentially involved in Public Relation (PR) and Social Media Communication works.
- ~~c. The agency should be the empaneled PR Agency for at least 01 Government Organizations (Government Client/Govt. Departments/ Central or State PSUs / Autonomous Bodies) as on the date of application.~~
- d. The Agency must have been in operation for a minimum of 5 years in relevant field for the Government of India or any agency or company appointed by Government of India.
- e. The Agency shall have at least 15 full-time permanent employees on the payroll as on date. The bidder to provide certificate in this regard from HR head of the entity countersigned by the authorized representative of the bidder.
- f. **Eligible Assignment:**
  - Experience of PR works - Experience of Public Relations/ Communications / Marketing / Branding for Strategic Media Planning, Brand Positioning any government body / quasi government body / publicly listed company – minimum one project of consultancy value not less than INR 20 lakhs in last 5 years

And

- Experience of Digital Media Management and Advertising - minimum one

project of value not less than INR 50 lakhs in last 5 years.

And

- Experience of community outreach and Conducting IEC Activities - minimum one project of value not less than INR 30 lakhs in last 5 years.
- The bidder shall provide a completion certificate from respective clients.

### **2.2.2.3 Financial Eligibility**

2.2.2.3.1 Average annual turnover of Rs. 1 crore in the last 3 (three) Financial Years.

2.2.2.4 **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause below.

### **2.2.2.5 Conditions of Eligibility for Key Personnel:**

<b>S. No.</b>	<b>Key Personnel</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
<b>1</b>	Team Leader/ Media Manager	Postgraduate in Mass Communication/ Journalism	At least 10 years of experience in Media Management and Journalism with at least 02 projects as Team Leader. Experience of Working on Govt projects is added advantage.
<b>2</b>	Project Manager cum IEC Expert	Post Graduate in Mass Communication/ Journalism / Social Work	Minimum 05 years of experience in event management and Experience in developing IEC material. At least 02 years of experience in same capacity in Government projects.
<b>3</b>	Communication and documentation expert	Master's degree in Public Relation/Journalism/Mass communication	Minimum 5 years of total experience with minimum 02 years of experience in handling social media platforms with Govt/ Semi Govt projects. And minimum 2 years of experience in Communication and documentation.
<b>4</b>	Community Mobilizer	Master's degree in Social Work/ Sociology.	Minimum 05 years of experience of working in social sector. Prior experience of working in government projects will be added advantage. Experience of working in Ujjain urban area will be added advantage. Should have the fluency of local language, both in speaking and writing.

S. No.	Key Personnel	Minimum Qualification	Minimum Experience
5	Graphic Designer	Bachelor's degree in graphic designing or equivalent degree / Diploma in related discipline including art and design.	Minimum 2 years of experience of similar nature out of which 1 year in a govt project/ externally aided project.
6	Content Developer	Master's degree in Journalism or Mass Communication.	Minimum 5 years of experience of similar nature out of which 2 years in a govt project / externally aided project.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors as per format given in appendix 1 stating its total revenues from professional fees during each of the 5 (five) financial years preceding the PDD and the fee received in respect of each of the Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney of authorized representative as per the format at Form-4 of Appendix-I. Power of attorney in case of consortium for authorising the lead member to act on behalf of other member should also be given.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant or its Associate should have, during the last three financial years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format, without changing the content of the forms, making due provision for incorporation of the requested information.

## 2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection

Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Agency provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the

intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-Agency) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Agency will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance

with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof.

## 2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.

## 2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting Ujjain city and collection of site data required if any.

## 2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
  - (b) received all relevant information requested from the Authority;
  - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or

relating to any of the matters referred to in Clause 2.6 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.1 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## 2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## A. DOCUMENTS

### 2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause

2.11:

## **Request for Proposal**

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

## **Schedules**

- 1 Terms of Reference**
- 2 Form of Agreement**

Annex-1: Terms of Reference

Annex-2: Deployment of Personnel

Annex-3: Deleted

Annex-4: Approved Sub-Agency(s)

Annex-5: Cost of Services

Annex-6: Payment Schedule

Annex-7: Bank Guarantee for Performance Security

- 3 Guidance Note on Conflict of Interest**

## **Appendices**

### **Appendix-I: Technical Proposal**

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of the Applicant

Form 6: Description of Approach, Methodology, and Work plan

Form 7A: Work Schedule and planning for deliverables and Reporting

Form 7B: Team Composition, Assignment, and Key Experts' inputs

Form 8: Particulars of Key Personnel

Form 9: Abstract of Assignments of the Applicant

Form 10: Assignments of Applicant

Form 11: CVs of Professional Personnel

Form 12: Proposal for Sub-Agency(s)

### **Appendix - II: Financial Proposal**

Form 1: Covering Letter

Form 2: Financial Proposal

Fin 1: Summary of Costs

Fin 2: Detailed Financial Proposal

### Fin 3 - Expenses to be incurred from Provisional Sum

#### 2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.11. The subject shall clearly bear the following identification:

**"Queries concerning RFP for Appointment of Public Relation Agency for Ujjain Smart City"**

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

#### 2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.

2.11.2 All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **B. PREPARATION AND SUBMISSION OF PROPOSAL**

#### 2.12 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## 2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals shall be submitted online and the financial proposal will only be submitted online.

2.13.2 The Applicant shall prepare one original set of the Proposal to be submitted along therewith pursuant to this RFP.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents also each page shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:

- (a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (c) by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the PDD, as specified in Clause 1.11, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## 2.14 Technical Proposal

2.14.1 Applicants shall submit the digitally signed technical proposal online at <https://mptenders.gov.in> in the formats at Appendix-I (the “Technical Proposal”) on or before the date and time mentioned in clause 1.11.

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is submitted as per the provisions laid down at clause 2.20;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Key Personnel have been included;

- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2 of the RFP;
  - (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
  - (g) The CVs have been signed by the respective Key personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
  - (h) Key Personnel proposed have good working knowledge of English and Hindi language;
  - (i) Key Personnel would be available for the period indicated in the TOR; and
  - (j) No Key Personnel should have attained the age of 60 years at the time of submitting the proposal.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The CV of Key Personnel shall be submitted in the format at Form-11 of Appendix-I.
- 2.14.7 An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Agencies in specific areas of expertise (where applicable). Credentials of such Sub-Agencies should be submitted by the Applicant in Form-12 of Appendix-I. A Sub-Agency, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant

or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## 2.15 Financial Proposal

2.15.1 The Financial Proposal shall be submitted online only and digitally signed in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy (Grand Total, Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, travel fare, equipment, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities except Goods and Service Tax (GST). For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown under different items of the Financial Proposal. GST as per the applicable rate shall be paid over and above the Total Consultancy Fees.

(iii) Costs (including break down of costs) shall be expressed in INR.

## 2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Technical Proposal online as per date and time mentioned in Clause 1.11. The Financial Proposal shall be submitted online only as mentioned in clause 2.15.1.

**Online Submission:** Digitally Signed scanned copy of “Technical Proposal” shall be uploaded in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents along with Bid Security as mentioned in Clause 2.20.1. Similarly, the original ‘Financial Proposal’ shall be placed in a digitally sealed envelope clearly marked ‘Financial Proposal’ and shall contain the financial proposal in the prescribed format (Forms 1 & 2) of Appendix-II).

2.16.2 The Technical Proposal and Financial Proposal shall be typed or written in indelible

ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons or Authorised Signatory signing the Proposal.

2.16.3 The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. The scanned copy of Technical Proposal in PDF shall be uploaded on the <https://mptenders.gov.in> duly digitally signed. The financial Proposal shall be submitted online only and shall be signed digitally.

2.16.4 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.16.5 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

## 2.17 Proposal Due Date

2.17.1 Proposal should be submitted on or before the Proposal Due Date specified in Clause 1.11 in the manner and form as detailed in this RFP.

2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## 2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals – Not Applicable as the bid is Online and process can be done online by prospective bidder.

~~2.19.1 The Applicant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be:~~

~~a) submitted in accordance with Clause 2.16 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and~~

~~b) received by the Authority prior to the deadline prescribed by the Authority for submission of Proposals.~~

~~2.19.2 Proposals that are withdrawn in accordance with Clause 2.19.1 shall be returned unopened to the Agency.~~

~~2.19.3 No Proposal shall be withdrawn in the interval between the deadline for submission~~

~~of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Authority to extend the Proposal validity.~~

## 2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 2,00,000 (Rupees Two lakhs) payable online only through respective e-procurement payment gateway, refundable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. The Bid Security of requisite amount stated to be made by making online payment (NEFT/RTGS) on the Authority's website. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- 2.20.2 In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.4 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.5 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
  - In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
  - If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## 2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- b. if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- c. if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security should remain valid for period of 3 months beyond completion of the duration of contract.

## C. EVALUATION PROCESS

### 2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals on the PDD as specified in Clause 1.11. The envelopes marked "Technical Proposal" shall be opened first

~~2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.~~

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the PDD including any extension thereof pursuant to Clause 2.17.
- (c) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (d) it contains all the information (complete in all respects) as requested in the RFP.
- (e) it does not contain any condition on qualification; and
- (f) it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

- 2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants in terms of Clause 3.1.1 for opening of their Financial Proposals. The opening of Financial Proposals shall be done online only. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2.
- 2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## 2.23 Confidentiality

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

## 2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## D. APPOINTMENT OF AGENCY

## 2.25 Negotiations

2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Agency under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, Branding strategy and roadmap, methodology and quality of the work plan shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's and the applicant's authorized representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next L2 ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25.2 The Authority will examine the CVs of all Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25.3 The Authority will examine the credentials of all Sub-Agencies proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

## 2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health or employee leaving the organization, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority will not normally consider substitution of any Key Personnel within first 6 (six) months of the award of the project and more than 3 substitutions during the project. As a condition to such substitution within first 6 months from contract signing and more than 3 substitutions, in both the case exclusively penalty will be imposed, the person-day rate for such Key Personnel shall be reduced by 10 % for entire duration of the project.

## 2.27 Indemnity

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency or sub-Agencies/sub-contractors appointed by him.

## 2.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof,

appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

#### 2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.11 The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

#### 2.30 Commencement of assignment

The Agency shall commence the Services at the Project site within 14 (fourteen) days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.5.

#### 2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Consultancy shall be the property of the Authority.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

- 3.1.1 The Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed Methodology and Work Plan, and the experience of Key Personnel. as per criteria at para 3.1.3.
- 3.1.2 Based on the detailed evaluation against each criteria/sub-criteria for the technical responsiveness and marking, a shortlist of eligible applicant consulting firms securing minimum qualifying total score of 70 marks as per Clause 3.1.3. These technically responsive and qualified firms will be informed of opening of financial proposals.
- 3.1.3 Further, for award of contract, each Key Personnel must score a minimum of 70% (seventy per cent) marks. In case the Selected Applicant has some key personnel, who scores less than 70% (seventy per cent) marks or not found suitable to the satisfaction of client, the same would have to be replaced during contract negotiations, with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.
- 3.1.4 The scoring criteria to be used for evaluation shall be as follows.

1	Capacity of the Applicant
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1.1	Experience of the firm– upto 5 years	02 marks	5 marks
	Experience of the firm - 5 to 10 years	03 marks	
	Experience of the firm - more than 10 years	05 marks	
1.2	Turnover –Rs. 1 to 2 crore	02marks	5 marks
	Turnover – more than Rs. 2 crore and up to Rs. 5 crores	03marks	
	Turnover –more than Rs. 5crores	05 marks	
1.3	Experience of Eligible Assignments (Maximum 6 Eligible assignments required)		
	Eligible assignments one each of category mentioned in para 2.2.2.2 (f).	5 marks	10 marks
	2 marks for any additional Eligible assignments of any category mentioned in para 2.2.2.2 (f) but note more than 5 marks for all additional assignments	5 marks	
2	Experience of Team		
	<p>Team Leader/ Media Manager</p> <ul style="list-style-type: none"> <li>- Qualification: 2 marks</li> <li>- Team Leadership Experience: 1 mark for each project (Max. 2 marks)</li> <li>- Experience of Media Management / Journalism – ½ mark for each project (Max. 5 marks)</li> <li>- Experience of working on Govt. Project – 1 marks</li> </ul>	10 marks	40 marks
	<p>Project Manager cum IEC Expert</p> <ul style="list-style-type: none"> <li>- Qualification: 1.5 marks</li> <li>- Experience in event management and Experience in developing IEC material: ½ mark for each year (Max. 4 marks)</li> <li>- Experience in same capacity on Govt. Projects: 0.5 mark for each project (Max. 1.5 marks)</li> </ul>	7 marks	
	<p>Communication and documentation expert</p> <ul style="list-style-type: none"> <li>- Qualification: 1 marks</li> <li>- Total experience: ½ marks for each year (Max. 2.5 marks)</li> <li>- Experience in handling social media platforms with Govt/ Semi Govt projects: ¼ marks for each year (Max. 0.5 marks)</li> <li>- experience in Communication and documentation: ½ marks for each year (Max. 1 marks)</li> </ul>	5 marks	
	<p>Community Mobilizer (2 Nos x 4 marks)</p> <ul style="list-style-type: none"> <li>- Qualification: 1 marks</li> <li>- Experience of working in social sector: 0.25 mark for each year (Max. 2 marks)</li> <li>- Experience of working in government projects: 0.5 marks</li> <li>- Experience of working in Ujjain urban area: 0.5 marks</li> </ul>	8 marks	

	<p>Content Developer</p> <ul style="list-style-type: none"> <li>- Qualification: 1 marks</li> <li>- Experience of similar nature: 0.5 marks for each year (Max. 3 marks)</li> <li>- Experience of working in a govt project/externally aided project: 0.5 marks for each year (Max. 1 mark)</li> </ul>	5 marks																			
	<p>Graphics Designer</p> <ul style="list-style-type: none"> <li>- Qualification: 1.5 marks</li> <li>- Experience of similar nature: 0.5 marks for each year (Max. 2 marks)</li> <li>- Experience of working in a govt project /externally aided project: 0.5 marks per year (Max. 1.5 marks)</li> </ul>	5 marks																			
3	<p>Approach and Methodology, Work Plan, Team Mobilization</p> <p>Evaluation will be based on the quality of submissions, understanding of project requirements and expected project delivery and relevance to terms of reference.</p> <p>i) Project understanding and Comments on TOR. – 5 marks</p> <p>ii) Work program, Personnel Schedule, Team Structure -15 marks</p> <p>iii) Approach and Methodology and Innovativeness. - 15 marks</p>	35 marks	35 marks																		
	<p><i>The rating system will be used for above sub-criteria as under:</i></p> <table border="1"> <tr> <td><i>Excellent</i></td> <td><i>100%</i></td> <td><i>The proposal substantially exceeds the sub-criteria requirements.</i></td> </tr> <tr> <td><i>Very Good</i></td> <td><i>90%</i></td> <td><i>The proposal exceeds the sub-criteria requirements</i></td> </tr> <tr> <td><i>Above Average</i></td> <td><i>80%</i></td> <td><i>The proposal fully meets the sub-criteria requirements.</i></td> </tr> <tr> <td><i>Average</i></td> <td><i>70%</i></td> <td><i>The proposal adequately meets the sub-criteria requirements, but there are minor deficiencies</i></td> </tr> <tr> <td><i>Below Average</i></td> <td><i>50%</i></td> <td><i>The proposal has significant deficiencies against the sub-criteria requirements that will probably impact negatively on the implementation of the assignment</i></td> </tr> <tr> <td><i>Non-complying</i></td> <td><i>0%</i></td> <td><i>The proposal either does not comply with the sub-criteria requirements or does not provide enough information to allow a higher rating</i></td> </tr> </table>			<i>Excellent</i>	<i>100%</i>	<i>The proposal substantially exceeds the sub-criteria requirements.</i>	<i>Very Good</i>	<i>90%</i>	<i>The proposal exceeds the sub-criteria requirements</i>	<i>Above Average</i>	<i>80%</i>	<i>The proposal fully meets the sub-criteria requirements.</i>	<i>Average</i>	<i>70%</i>	<i>The proposal adequately meets the sub-criteria requirements, but there are minor deficiencies</i>	<i>Below Average</i>	<i>50%</i>	<i>The proposal has significant deficiencies against the sub-criteria requirements that will probably impact negatively on the implementation of the assignment</i>	<i>Non-complying</i>	<i>0%</i>	<i>The proposal either does not comply with the sub-criteria requirements or does not provide enough information to allow a higher rating</i>
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<i>Non-complying</i>	<i>0%</i>	<i>The proposal either does not comply with the sub-criteria requirements or does not provide enough information to allow a higher rating</i>																			
4	<p>Presentation by the Applicant team (Proposed Team Leader and key experts to be available for Presentation)</p>	05 marks	05 marks																		
	<p><i>The rating system will be used for above sub-criteria as under:</i></p> <table border="1"> <tr> <td><i>Excellent Presentation</i></td> <td><i>100%</i></td> </tr> <tr> <td><i>Very Good Presentation</i></td> <td><i>80%</i></td> </tr> <tr> <td><i>Above Average Presentation</i></td> <td><i>70%</i></td> </tr> <tr> <td><i>Average Presentation</i></td> <td><i>50%</i></td> </tr> <tr> <td><i>Poor Presentation</i></td> <td><i>0%</i></td> </tr> </table>			<i>Excellent Presentation</i>	<i>100%</i>	<i>Very Good Presentation</i>	<i>80%</i>	<i>Above Average Presentation</i>	<i>70%</i>	<i>Average Presentation</i>	<i>50%</i>	<i>Poor Presentation</i>	<i>0%</i>								
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<i>Poor Presentation</i>	<i>0%</i>																				

		Total	100 marks
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Note: In case of JV or consortium, combined technical experience would be considered.

### 3.2 Evaluation of Financial Proposal

- 3.2.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.2.
- 3.2.2 For financial evaluation, the total consultancy fee (in terms of percentage of projects cost approved) in the Financial Proposal in Form 2, Appendix II will be considered.
- 3.2.3 The Authority will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest evaluated responsive Financial Proposal (L1) will be preferred for award of contract.
- 3.2.4 The Selected Applicant shall be the L1 ranked Applicant (having the lowest evaluated financial proposal). In case the L1 ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be, the Authority reserves the right to annul the selection process and proceed for retender.

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. The queries shall be submitted to the Authority via email on the email address as specified in clause 1.11.2 and within the stipulated time as mentioned in clause 1.8. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - consult with any Applicant in order to receive clarification or further information;
  - retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or

future.

- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

# **SCHEDULES**



## **SCHEDULE-1: Terms of Reference**

# **APPOINTMENT OF PUBLIC RELATIONS AGENCY FOR UJJAIN Smart CITY**

Terms of Reference (TOR)

for

Public Relations and  
community outreach

Agency

## Terms of Reference (TOR)

### 1. Background

City Investments To Innovate, Integrate and Sustain (CITIIS) is supported by the Ministry of Housing and Urban Affairs (MoHUA), Agence Française de Développement (AFD) and the European Union (EU). Government of India as the “Borrower” has received a loan from the AFD towards the cost of Infrastructure Development for implementing urban infrastructure projects that are integrated, innovation driven and sustainable. It is intended that part of the proceeds of these funds will be applied to eligible payments under the contract for Rejuvenation of Rudrasagar Lake and its surrounds

The Ujjain Municipal Corporation and Ujjain Smart City Limited are implementing national urban missions and state urban missions in Ujjain city. Under these missions, it is envisaged that the implementing agency shall also carry out information, education and communication (IEC) activities to create awareness among citizens and engage citizens in planning and implementation of CITIIS, Smart City Mission, Swachh Bharat Mission, Housing for All mission and any other missions/projects identified by the authority.

In this context, the Client intends to appoint a Public Relations Agency to carry out marketing, media management, communication, advertising and other allied activities community outreach primarily under but not limited to information education and communication (IEC) component of the CITIIS, Smart City Mission and other aforesaid projects being implemented by Administration in Ujjain.

### 2. Objective(s) of the Assignment

The primary objective of the PR agency is to develop the brand value of Ujjain city as a whole for making it a major tourist and investment destination. The branding should enhance Ujjain’s competitiveness as an emerging urban growth centre.

The PR agency should reach out to national and international communities to showcase Ujjain as a smart and sought-after destination. The main objective of the project shall be as follows:

- a. Innovative ideas and suggestions for promotion of Ujjain as a preferred tourism destination for Indian and international tourists. Also to attract – international tourist / may some video and audio specifically made keeping international tourist and dissemination at international forum of the same.
- b. Promoting the city brand Ujjain by enhancing the city’s reputation as a great place to live and work and as destination to explore, by attracting customers, visitors and residents, encouraging investment from business and other levels of government.
- c. To increase public participation in governance, the agency should be able to

develop interesting and innovative content, campaigns, in order to have proper communication strategy for various platforms to enhance the reach of content in real time basis and to increase engagement from the citizens.

### 3. Scope of Services

The Scope of work for the Agency shall broadly include but not limited to following:

#### 1) **Module A: Branding strategy and Roadmap**

##### **Task 1: Branding Strategy**

The organization through research, consultations and other means of such projects determine the USP of the city. The agency shall prepare a comprehensive strategy for branding of the Ujjain City to boost the potential of the city in various sectors which includes but not limited to: Pilgrimage tourism, destination wedding, heritage tourism, medical and health tourism, the knowledge hub, Agri-food, textile, art and crafts etc. The branding strategy shall be aligned with the outcome of the research and is truthful to ensure trust in the potential visitor/ investor etc. The findings shall be presented to the client and other stakeholders. This should be done specifically with the foreign tourist and national tourist in mind.

The strategy shall include tourism circuits for city, designing itinerary and relevant data required for the same shall be collected by the agency. The agency shall coordinate with travel & tour operator, hotel & restaurant association, tourist guide association, local business chambers, tourist spot administrators, etc. for synchronizing with the tourist circuit developed for the tourism and branding strategy.

The agency shall explore the possibility of adding Ujjain into the regional circuit of the reputed tour & travel planners such as make my trip, goibibo, etc.

The agency to advise the authority for media buying in digital / print / T.V. / Radio / Out of Home advertising / different innovative media platform depending on the budget and need of the authority.

The branding strategy should be integrated and complement the existing / ongoing initiatives taken by MP Govt. for brand building PR, Tourism and investment promotion of the city / state. The Agency shall collect all necessary data required for development of Branding Strategy. The strategy shall be approved by the authority.

##### **Task 2: Road Map for Branding**

The Agency shall explore various business models and implementation plan of 12 Months for ensuring the realization of developed branding strategy. Various models may include engaging third party and inviting competitions. The roadmap should identify all the activities which shall be approved by the authority. The roadmap should ensure meeting KPIs as mentioned in the TOR.

## **Module B: Digital IEC Management**

### **Task-3: IEC Content Development**

1. Text content: The Agency shall prepare content for text write-ups, short stories, narrations, blogs, taglines, short messages, surveys, polls, questionnaires, press release, newsletter etc. on the subject matter in English and Hindi language, as required. The agency shall also prepare itineraries for the city.
2. Graphical content: The Agency shall prepare graphical content such as logos, posters, flyers, pamphlets, hoardings, calendars, photo collage etc.
3. Audio Visual content: The Agency shall prepare the digital content in audio and visual formats. This may include but not limited to short video clips, radio jingles, songs, movies, documentaries, animated graphics, animated videos, photography, videography, 3d walk-through, high-quality presentations, virtual reality videos etc. The crew and actors required for preparing video clips shall be arranged by the agency.
4. Web content: The Agency shall develop and maintain official website and micro-sites for the Client.
5. Use of local skills and arts and crafts knowledge for content communication – for instance use of local crafts, motifs etc.

### **Task-4: IEC Content Handling and Management**

The Agency shall be responsible for dissemination of information through offline and online mediums. This would include but not limited to following:

1. Handling and managing social media: The Agency shall develop and operate official social media accounts of UMC, USCL and Ujjain Tourism Promotion Council on Facebook, Twitter, Pinterest, Instagram, YouTube, and any other popular social media platform from time to time. Further, on behalf of the Client and after due permissions from the Client, the Agency shall post views, comments, and content on various online media with respect to interest areas of the Client.

The Agency shall provide analytics of social media accounts of the Client from time-to-time, as required by the Client. The Agency shall also conduct research on key topics and areas of interest using analytics of social media and inform the Client on key trends.

The Agency shall inform client/ Concerned department/ Issues regarding the comments and feedback on posts of social media and provide answers to the same after approval from the client.

Innovative design ideation, campaign designing, management and promotion of the UMC activities and programs on social media platforms (Facebook, YouTube, tweeter, myGov, Swachh Bharat website) uploading daily activities, Event calendar, video, Songs, notification, press clipping and Swachhta app promotion designs along with boosting post for maximum reach.

*Note: As per the project requirements, the Agency may be required to boost the online presence through paid subscription of social media platforms.*

2. *Handling and managing other digital media:* The Agency shall disseminate the audio and video content using various channels such as radio channels, TV channels, Cinema Halls, e-publications, you tube channels, podcasts etc.

*Note: As per the project requirements, the Agency may be required to telecast the still or video content in various channels. Under such circumstance, the costs related to telecasting on Television, Cinema halls, Radio etc. shall be reimbursed to the Agency on actual basis from provisional sum.*

### **Task-5: IEC Knowledge Management**

The Agency shall prepare and disseminate project learnings and success stories in physical formats and digital formats, as and when required by the Client. It will include but not limited to carrying out and documenting field investigations, interviews, talk shows, documentaries, coffee table books, magazines, editorials, newsletters etc.

### **Module C: Offline IEC Management**

#### **Task-6 Conducting and Management of Offline IEC Activities**

1. *Handling and managing offline media:* The Agency shall be responsible for planning and executing advertisements and marketing campaigns using mediums like hoardings, mobile vans / rickshaws, walking billboards, portable display, pop-up display stand, kiosks, neon signage, inflatable balloon, skywriting, physical surveys etc. The agency shall also propose the authority a suitable Ambassador for the city and shall assist in appointing the same as and when required.
2. *Conceptualizing and scoping events:* The Agency shall be responsible for planning and scoping events, as required by the Client, which shall be executed by event management agency. It may include but not limited to activities such as seminars, conferences, rallies, drives, roadshows, street plays, thematic / cultural / sports events, competitions, awards, door to door citizen consultation etc.

*Note: The agency shall have to provide creative for all event specific banners and posters. The printing cost of event specific banners and posters shall be borne by the Authority.*

3. *Integration of online and offline media:* The Agency shall disseminate the brief of offline activities and content on online media and vice-versa on a regular basis.

### **Module D: Stakeholder Engagement**

PR Agency shall examine the documents prepared by the CITIIS team such as the Stakeholder Engagement Plan and the Communication and Outreach Plan and

develop an integrated effective Stakeholder Engagement Plan aligned to the field level activities. The plan should be aligned with the Project Logical Framework of the CITIIS program. A site-specific action plan identifying each stakeholder and engaging them in participatory activities. Design Specific plan for each stakeholder and assist USCL in anticipating the field level issues.

- Prepare Community Awareness plan with detailed activities for the project duration. List all project stakeholders and prepare stakeholders' profile. Carry out community awareness programs on USCL/CITIIS sites & specified stakeholders.
- Conduct regular interactions/ meetings/ Individual one to one consultation with Government officials/ stakeholders/ Street vendors etc on daily basis. Keep documentary evidence of each consultation as suggested by USCL. Strengthen the Intra and Inter-community dialogue and promotion of conflict resolution with inter-community, in order to broaden perspective and visions.
- Mobilize and organize community for implementation of rehabilitation & Resettlement of beneficiaries/stakeholders. Train community on Project objective, goals and mission of USCL/CITIIS. Deliver program based on Project mission.
- Strengthen existing women associations/ CBOs and strengthening the role of existing ones. Associate such association with project. Mobilize women headed households and women associations/ CBOs to engage in the adaptation measures relevant to project deliverables. Implement Gender Action Plan (GAP) and assist USCL/CITIIS staff in documenting and report of GAP.
- PR Agency need to document all activities, interventions and submit the report with key indicators to USCL/CITIIS at regular intervention.

#### **Module E: Public Relation**

The objective of the PR strategy would be to enhance awareness and disseminate information regarding the various policies, activities and schemes within the ambit of Ujjain Smart City Limited (USCL) and other government agencies / department working in district of Ujjain to promote awareness among beneficiaries, Citizens and key stakeholders like Government officials, Media person and street vendors etc. With this overarching objective, the indicative list of activities to be undertaken would, inter alia, include the following: -

- i. Design an effective and comprehensive Public Relations Strategy
  - Prepare an effective annual Public Relations Strategy for the policies, activities and schemes within the ambit of USCL.
  - PR strategy, approach, calendar and schedule to be finalized with the approval of CITIIS/USCL.
- ii. Execute the approved Strategy through both ongoing initiatives and event specific initiatives.
  - PR Agency is expected to organize state level workshops in consultation with USCL to demonstrate the smart cities initiatives / any other initiative by GOMP and learnings. Design, Plan and execute Mega Events/ Festivals for widespread promotion and branding of Ujjain City.

- Plan city level events to sensitize local administration, general public and media for collective promotion and awareness on smart city initiatives any other initiative by GOMP and its objectives. Establish coordination with national/ international agencies, Offices of Smart City from other state for knowledge exchange and exposure visits.
- Based on the subject prepare audio jingle as per instruction of USCL
- **Printing of Contents:** All the Printing of flyers, posters, banners, hoardings, flex etc. shall be undertaken by PR Agency. Size, content Quantity and quality of material shall be decided by client. All materials published will be USCL property and shall be submitted after competition of event/ project duration.

Requirement of material and resource - The PR agency will follow transparent procurement process requirement for purchase/development of PR material required in carrying out this service as per instruction of USCL Project-in-charge. Any procurement will be done after the approval of USCL. This will be covered from Provisional and contingency expenses. The list of activities and its cost to be proposed in quarterly work plan and will be subject to finalization and approval by USCL at competent level.

Operational and other incidental expenses for various activities including specific activity - Any operational activity will be covered under provision sums and other incidental expenses required for any activity which is not covered under this contract will be taken up under contingency head. Prior approval should be taken for both the activities from USCL. The list of activities and its cost to be proposed in quarterly work plan, will be subject to finalization and approval by competent authority.

## Indicative Specific Activities

### A. Students of Maharajwada Girls & Boys School/ Colleges

1. Kick off Workshop with students: Participatory planning with children on making child friendly Mahakal temple & Tourist Spots of Ujjain City. Total 100 students both Boys and Girls from class 8<sup>th</sup> to 10<sup>th</sup> standards should participate in 01 activity.
2. Exposure Visit & Extempore with students: Visit to all seven lakes and extempore on Ideas to rejuvenate Rudrasagar Lake with focus on water conservation & Nature. Total 50 students both Boys and Girls from class 8<sup>th</sup> to 10<sup>th</sup> standards should participate in 01 activity.
3. Film Show with students: With a theme to improve "Cities Nature & Environment". Involving Students from 11<sup>th</sup> to college students. 300 Students with 50% participation of Girls is desired in 03 activity.
4. Designing, Printing & Distribution of Stickers of Mahakaal & CITIIS: Promotion of Heritage/ Culture. Design and developed with child messages Do' and Don'ts for a tourist promotion, preserving heritage of city. 500 such stickers to be printed.
5. Quiz competition on Ujjain Heritage: Theme to based on promotion of cultural and religious heritage of Ujjain city. Students from class 8<sup>th</sup> to 10<sup>th</sup> to be involved with almost 50% participation of girls. 100 participants in 01 activity.
6. Storytelling and Writing with students: On making Ujjain a tourist Friendly destination. How to preserve heritage to Ujjain City. Arrangements to be made to public best stories in local Hindi and English newspaper and comic books. Activity should target 50

students in each activity with 50% participation of girls to be ensured involving students from class 10<sup>th</sup> to college in 02 activities.

7. Celebration of Environment Day/ World Heritage Day/ Women's Day/ Children's Day with students: On issues like Nature conservation, Heritage conservation and gender sensitization. Should involve 50 students in each activity in 06 proposed activities.
8. Banner making competition: Using creativity of children on theme based on USPs of Ujjain city 01 activity to be organized with 50 participants with 50% girls participation.

#### **B. Teachers of Maharajwada School and Nutan School**

9. Thematic Meeting with Teachers: Theme based Discussion on project objective, deliverables & making consensus on Quarterly basis. At least 09 should be conducted with 15 participants in each meeting. Ensure minimum 40% women participation in each meeting.
10. Write-up Lecture session with Teachers: Based on "उज्जैन का भव्य अतीत एवं पुरातत्व महत्व". Heritage conservation and cultural importance. Should involve 15-20 teachers in 01 activity. Ensure women participation.
11. Heritage Walk with Teachers: With an objective of creating awareness on heritage preservation. This will involve visits of heritage sites and prepare a circuit for heritage walk. 04 activity should involve 15 teachers in each activity including women teachers.
12. PRA with Teachers Mapping USPs of Ujjain City: A participatory activity to be conducted at open space preferably at school. Stress should be given on USPs of Ujjain city including temples, heritage sites, art and craft, handicraft and food etc. One activity with 25 teachers. Ensure women participation.
13. Pamphlet Preparation with teachers: 500 pamphlets should be made based on Write-up and PRA on USPs of Ujjain city & cultural heritage conservation. Agency has to design, and develop, print and distribute these pamphlets.
14. Training of a group of teachers in rainwater management and design and implementation of a 'Food forest' with the students (in the school premises or any other appropriate place identified by UMC and the school authority/ies ); further, nurturing the food forest as part of the school activity

#### **C. Street Vendors from Mahakal Temple, Ramghat, Rudrasagar lake and Maharajwada.**

15. Thematic meeting with Street Vendors: Conduct 08 meetings on Theme based Discussion on project objective, deliverables & making consensus on project deliverables. Each meeting should have 30-40 participants with 35% women participation.
16. Micro Planning- Mapping Street Vendor on sites with Street Vendors: Mapping Street Vendors and preparing Street Vendors profile. 01 Activity should involve approx. 30 participants with 30% women representation.
17. Printing of Flyers/ Posters with Street Vendors: Lumpsum 500 flyers and posters to be printed on Tourism Friendly Behaviour. Conservation of Heritage, Art & Craft. Agency shall develop, print and distribute these posters.
18. Capacity Building: Souvenir Development with Street Vendors: Total 50 participants to be trained in preparing souvenir. A three day to one week Handholding workshop for 50 participants with 50% women participants. Agency shall handpick participants based on their interest. Agency shall identify souvenir and master trainer for the same purpose. This includes forward and backward market linkages and interagency coordination.
19. Meeting/Workshop with Street Vendors: Gender Awareness and Women Safety. Marking unsafe areas and Help centers. Total 100 participants with 50% women representation are required in 01 activity. Participatory exercise such as Safety Audit to be conducted.
20. Exposure visits to Tourist Place with Street Vendors: Total 25 participants to be sent for

exposure visit to any of the selected location showcasing proper vending zone. Ensure 30% female participation. Agency shall decide time, location and days well in advance in accordance to USCL.

**D. Auto Rickshaw owners/ E-rickshaw: Mahakaal Temple, Harsidhhi Temple and Ramghat.**

21. FGD with Auto Rickshaw owners/ E-rickshaw: Consultations on Public Safety, Women Safety, Tourism friendly behavior, Project Objectives and deliverables. 08 meetings to be conducted in a year with 20 participants in each meeting.
22. Workshop Auto Rickshaw owners on Tourism Circuit: On themes of developing a tourism circuit, promotion of Handicraft, Traditional art & Culture. One such workshop to be conducted with a minimum of 50 participants.
23. Meeting/ Workshop on Carbon free Zone: 01 such workshop to be organized with and non-Motorized lanes with companies from e-rickshaw owners. 01 workshop with 50 participants. Agency to plan with e -rickshaw companies and be responsible for interdepartmental coordination.
24. Meeting/Workshop Auto Rickshaw owners on Gender: Gender Awareness and Women Safety. Marking unsafe areas and Help centers. Participatory activities to identify unsafe areas and compliance required to be assessed. One such workshop to be conducted with minimum 100 participants.
25. Stickers of Mahakal & CITIIS distribution Auto Rickshaw owners: 2000 stickers to be printed and installed on auto rickshaws on Dos & Don'ts/ Helpline Numbers/ Safe Ujjain concept. Agency to ensure installation of stickers. Consultation with Traffic dept for help line numbers.
26. Installation of Signages: Signages on Helpline Numbers for women safety/ toilets/ changing rooms etc. Approx 10 nos of signages to be installed. Agency to identify the area, develop and install the signages with coordination with line departments.

**E. Pujari/ Priest: Ramghat, Mahakal Temple & Harsiddhi Temple**

27. FGD with Pujari/ Priest of Ramghat: Consultations on Public Safety, Women Safety, Tourism friendly behavior, Project Objectives and deliverables. Cultural and Heritage conservation. Minimum 15 participants each in 08 meeting shall attend discussions.
28. Safety Audit with Pujari/ Priest: On Women safety theme to mark unsafe areas for women. Session on Gender sensitization should be added. Activity should be kept at respective areas of Mahakal temple, Harsiddhi temple and Ramghat. 01 audit to be conducted with 20 participants in audit. The report with suggestions shall be submitted separately to client.
29. History Recording with Pujari/ Priest of Ramghat: Video document stating cultural, Heritage and historical importance of place. Three video movie of 2-to-3-minute video in HD quality to propagate history of Ramghat and its main attractions to be developed.
30. PRA with Pujari/ Priest at Ramghat: Making place tourist friendly. Keeping intact the cultural, historical importance. Extract innovative ideas to improve the experience of tourist. 01 meeting is proposed with at least 15 participants should attend this meeting.
31. Exposure Visit of Pujari of Ramghat: Organize exposure visit of Pujaris of Ramghat to any relevant place with same kind of cultural importance and called among the Best Practices. Total 20 participants to be participated.

**F. Visitors: Mahakaal Temple, Harsiddhi Temple and Ramghat.**

32. Individual Interview/Video Interview with Visitors: Total 250 interaction/feedback/ suggestions/ Experience to be recorded in 1 to 2 minutes video in HD quality. Stratified random interview and interactions to be recorded covering 30% women visitors. Inventory of interview to be recorded in separate sheet for evidence of activity.

33. Helpdesk centers & Digital interaction with Visitors: Up to 05 temporary canopy structures to be established at the location with the highest footfall. These helpdesk centers will keep all IEC material, Audio/ video display on awareness on Cultural, Heritage, Handicraft products and Helpline centers. These should be kept for almost 04 months on regular basis. The agency has to provide personnel for the same from the existing resources available in scheduled staff, however this should not affect the activities of the resource mentioned against the job profile.
34. Circuit brochure: Development & Distribution with Visitors: brochure with other important temples/ places, Handicraft shops, Area specific food, Helpline numbers, public convenience facilities, etc has to be published. Total 1500 brochure to be published with the best in current quality standards.

#### **G. Households & Citizens**

35. Radio Announcement with HHs/ Citizens: Awareness of Project Objectives and achievements. This includes announcements on Auto/ Cycle rickshaw and Important announcements at local radio/ FM stations. Announcements by Auto/ Cycle rickshaw announcements to be made for focused audio delivery to a fixed area. For covering a larger audience or city-wide news circulation Local radio/ FM stations to be used. 100 such announcements to be developed and distributed.
36. News stories with HH s/ Citizens: Project Objectives, deliverables and how they will attract tourist. Paper, Social Media, (Facebook, whatsapp, twitter). Total of 300 news items to be published in a major newspaper. Agency needs to develop news item and to be published through Public Relation Officer assigned by the Executive Director.
37. Help desk centers & Digital Interaction with HH s/ Citizens: On Tourism Friendly behavior. Conservation of Heritage, Art & Craft. Messages to be developed and Audio/ Video display to be put on LED screens of city. 05 screens to display project messages during the peak construction time for 1 to 2 months at least. Good quality up to 30 second messages to be prepared for the same.
38. Social Media Campaign with HH s/ Citizens: On promoting friendly tourist experience. Best Stories competition on preserving art & culture. Major SM platforms like Twitter, Facebook, Instagram etc. to be targeted for promotion and branding. Around 360 such posts to be posted for a year on each SM platform.
39. Hoardings with HHs/ Citizens: Awareness on Cultural, Heritage and Handicraft products and key messages of USCL/CITIIS. At least 20 hoardings to be installed at prominent locations for larger audience coverage. Location, size and material to be finalized in consultation with client/ as per requirement of site.

#### **H. Shree Mahakal Temple Management Committee:**

40. Exposure Visit- Heritage Conservation Site with participatory approach, Vendor Management. Best practices to be showcased to almost 15 participants. Any religious place within India to be showcased. Visit should not be more than 2 to 3 days. Agency need to finalize itinerary well in advance which includes liaison with authorities of that state, seeking necessary approvals on paper with tentative budget. Final decision to be taken by client in finalizing the location and content of exposure.
41. Thematic Meetings: These based meetings to be organized every quarter. Themes should include Conserving Mahakal Temple, preserving the heritage and cultural value, improving tourism experience, Women safety, Helpline signages, etc. 09 meetings with 15 participants in each meeting is mandatory.
42. History recording of Mahakal: Video documentary with historical illustrations to be recorded. 04 video film to be developed of 4-to-5-minute video in HD quality to be developed for larger circulation.

43. Capacity Building: Souvenir Development: A 3-day handholding capacity building training to be imparted to SMTMC members and shop keepers for developing Souvenir based on MAHAKAL. In convergence of NULM and Pvt Institute. Agency shall finalize Trainers and Training Institute. 30 participants to be trained.

#### **I. Harsiddhi Temple Trust**

44. Exposure Visit with Harsiddhi Temple Trust: 20 participants mainly priest to be taken to location showcasing temple management, crowd management.
45. Thematic Meetings with Harsiddhi Temple Trust: Theme based 08 meetings with 15 participants in each meeting is desired. Conserving Harsiddhi Temple, preserving heritage and cultural value, Improving tourism experience, Women safety, Helpline signages, etc
46. History recording with Harsiddhi Temple Trust: Video documentary with historical illustrations of 2-3 minutes video film in HD quality to be prepared. 01 video film in HD quality.
47. Presentation with line departments: Detailed activity status and progress presentations to be made with official of Line department. Activity to be conducted in accordance with client. Minimum 10 such presentation meetings to be conducted during project phase. The number may increase with the flow of work.
48. Formal meetings with line departments: Minimum 10 meetings in a year to be conducted on one-to-one basis and group meetings.

#### **J. UMC/UDA- staff of the garden / horticulture department / any other department identified by client.**

Training in bioremediation and other related ecological practices applicable in the context of Ujjain: 10 training and capacity building workshops in the techniques of bio remediation through rain water management and planting. The workshops to be with the staff of the garden/ horticulture department along with members of the community in the vicinity of the gardens / water bodies. The community members could be local residents, youth groups etc.

#### **K. Branding of Ujjain**

49. Mega Event/ Festivals: 05 City level events to be organized targeting not less than 400 participants in each event. The event should be inclined in accordance to CITIIS proposed word and theme. The main theme should be to promote branding of Ujjain city at State & National level.
50. State level Workshops of USCL/CITIIS: Organise 02 State level workshop at Ujjain as a host city. Conduct program based on intersectoral learnings and knowledge sharing. Target audience shall be 50 each. Ensure 35% women participation.
51. CITIIS brochure: 1000 brochure to be prepared at reasonably good quality available in the market. These brochure to be submitted to the client and later can be issued to PR Agency or other as per requirement.
52. Training material: Jute Bag, Pen, Notepad, Brochure, Leaflets: Prepare Training, Workshop kit for Workshops and Training. All material should be procured locally and should be environment friendly. Material made by Women SHGs/ Local artisans should be purchased to promote "Vocal for Local". 1500 kit to be made and submitted to the

- client. The kit will be issued by the client before each workshop/ training to Agency.
53. City level events: 02 City Level mage events to be organized covering maximum citizens and Households. Participants should not be less than 1000 each with women participation not less than 35%.
  54. Video on Ujjain (01 on Ujjain Brand and 03 on Project best practices): A 4–5-minute HD quality video to be made for propagating and establishing “Ujjain” City at the national level. 2 to 3 videos can be developed of 2 to 3 minutes showcasing project progress and objectives. A before and after video representation can also be made to display the impact of the CITIIS project.
  55. Jingle of Ujjain: A catch short jingle of maximum 01 minute to be developed for playing at every event, mass gatherings, Near temples with most footfall, Theaters etc. Jingle to be made professionally with a voice of any renowned singer from Bollywood. 01 jingle to be made.
  56. Logo: Ujjain logo to be designed and displayed at prominent places and to be circulated at all forms of media.
  57. Tag line/Punch Line: A one liner Tag line to be made for Ujjain which should be catchy and pull attention at National and state level of visitors and pilgrims.
  58. Coffee Table Book: Coffee table books to be published for distribution. This shall show the progress status of the project and execution stages. Impact stories and Best Practices of Project. High quality, more pictorial and little written, hardbound book needs to be published.
  59. Travel Bloggers/ Travel magazine Writers visit to Ujjain: Bloggers and writers to be called to Ujjain for 2 to 3 days to visit and feel the change they have seen in Ujjain City. They will be asked to write their experience on Blogs, news papers etc for wider coverage.
  60. Innovations: Innovative Branding methods to be adopted to attract the attention of national/ state agencies. Innovation can be adopted in designing, Execution or bringing social impact.
  61. App Development: Agency should assist CITIIS/USCL in developing multi facility app. App will reflect all heritage sites, tourist spots, public utilities like Bus stand, Railway station and community toilets. The app should be based on QR Code which will tell the history and religious importance of the site once after scanning through QR Code.
- L. The PLF, SEP, CBP and COP will be provided to successful bidder so as to ensure that all the work undertaken in the past as part of the CITIIS project is taken into cognizance while planning the next steps for implementation by the consultants.

#### 4. Teaming Arrangement

- a) The Public Relations (PR) Agency should designate a **Team Leader/ Media Manager** who would be the single point contact for handling all project planning and execution. He/ She shall be stationed in Ujjain only, for whole project duration. TL would be responsible for coordination with CITIIS staff, USCL officials and Stakeholders on daily basis. TL will be responsible for execution of all activities proposed in CITIIS, TL will record, document and send progress reports or share data as and when required by project officials. TL has to attend all meeting as per direction of CITIIS staff and officials. A person with minimum of 10 years’ experience and the strategic depth to interact with senior officials on public relations and related issues, and should hold a decision-

making position in the selected Agency. TL should be qualified in mass communication/ journalism and have prior experience of working in at least 02 similar projects - government project / external funded project as Team lead.

- b) The PR Agency should designate one qualified Project Manager cum **IEC expert** having at least 05 years' experience of administrating and designing, printing, installing material and handling social media for managing and maintaining the social media accounts. The Project Manager cum IEC expert shall manage and design CITIIS IEC material and coordinate with allied departments/ govt offices for installation and delivery of IEC materials. The person should have master's degree in social work/ Mass communication/ journalism with proven experience of working in at least 2 government / externally aided projects.
- c) The PR Agency should appoint minimum 02 **Community Mobilizer** for carrying out all community mobilization activities, community consultation, implementing stakeholder engagement plan and conducting stakeholders meeting. Community mobilizer should have at least 05 years of experience and shall possess master's degree in social work/M. A Sociology. He/ She should have experience of working at ground level with women and stakeholders and conduct regular meeting and consultation and shall be stationed in Ujjain for whole project duration. Experience of working in at least 2 government / externally aided projects. Should have the fluency of local language, in both spoken and written knowledge.
- d) A dedicated **Communication and documentation expert** need to be appointed for planning and initiating social media campaign. A regular social media posts on prominent portals like Facebook, Twitter, Instagram and LinkedIn shall be put. He/ She should have master's degree in public Relation/Journalism/Mass media with. Minimum 5 years of total experience with minimum 02 years of experience in handling social media platforms with Govt/ Semi Govt / externally aided projects. And minimum 2 years of experience in Communication and documentation.
- e) Content developer shall have 5 years of overall experience out of which 2 year in a govt / externally aided project. Master's degree in journalism or mass Communication.
- f) Graphic designer developer shall have 2 years of overall experience out of which 1 year in a govt / externally aided project. Bachelor's degree in Graphic designing or any other related qualification including art and design.

Key experts to be appointed full time or on an Intermittent basis with prior approval from USCL. All staff should be based at the Ujjain office during their engagement at USCL. Intermittent staff members shall also be based at Ujjain Office during their mobilization.

The Agency shall constitute following teams:

S. No.	Key Personnel	Minimum Qualification	Position	Minimum Experience in Years	Total Inputs
1	Team Leader/ Media Manager	Postgraduate in any Mass Communication/ Journalism	01	10	12 Person months
2	Project Manager cum IEC Expert	Master's degree in social work/ Mass communication / Public relations	01	05	12 Person months
3	Documentation and communication expert	Master's degree in public Relation/Journalism/Mass media	01	05	12 Person Months
4	Community Mobilizer	Master's degree in social work/M. A Sociology.	02	05	24 (12 for each) Person Months
5	Graphic Designer	Bachelor's degree in graphic designing or any other related qualification including art and design.	01	02	12 Person Months
6	Content Developer	Master's degree in journalism or mass Communication.	01	5	12 Person Months
	<b><u>Non-Key Expert</u></b>				
1	Research Associates	Bachelor's degree in public Relation/Journalism/Mass media	02	NA	24 (12 for each) Person Months

*Note:*

1. *The Agency team shall follow the local calendar applicable to the Authority. Under special circumstances, the Authority may require an Agency to work on holidays.*
2. *The Agency shall submit and take prior approval of Monthly activity calendar from USCL.*
3. *A detailed activity calendar to be submitted from the agency for overall duration of work however activity may vary as per the requirement and prior approval of USCL.*
4. *The Agency shall submit timesheets and invoices on a monthly basis.*
5. *Under normal circumstances, the Graphic Designer and Social Media Expert are to be deployed at project office location (or any other location specified by the Authority from time-to-time) as per Authority requirements.*
6. *All approvals must be taken from the Executive Director, or a person appointed by the Executive Director.*
7. *Replacement of personnel will be discouraged and will require approval by the contracting authority. Penalty for replacement will be as per clause 2.26.2 of Instruction of applicants.*

### Working Arrangements: -

The assignment will be contracted by the Ujjain Smart City limited, the contracted staff will report to Chief Executive Officer and CITIIS team and will work on a day-to-day basis with USCL.

The contracted firm will be responsible for:

- Office management
- Provision of Office Equipment -computers and peripherals.
- Materials. printings and other office consumables
- Internet,
- Local travel in Ujjain. One vehicle shall be kept on monthly / regular basis.
- All other incidental and out of pocket expenses.
- Visit outside Ujjain for office work.

Following will be provided by Client office: -

- Office space with electricity and the required furniture will be provided by the client.

### Deliverables and Reporting.

The Agency shall Report, deliver outputs and deliverables as agreed with the Authority from time-to-time. An indicative list of outputs is as follows:

Output	Due date	No of Copies	Contents
Inception report	End of 2 <sup>nd</sup> Week	03 Hard copies in English Language for USCL & PDMC & 1 copy in electronic format.	Detailed Activity Calendar for complete project Key performance Indicators agreed during the project duration. Strategy for Branding Staff Mobilization: Joining letter
Monthly Report	By 5 <sup>th</sup> of next month	As above	Report of Activity with attendance sheet and documentary evidence. Approved Activity planned for next month.
Quarterly Report	End of each quarter in the first week of commencing quarter	As above	Summary of progress against programmed activities and outputs. Action plan for the next quarter. Planned vs achieved status. Records of meetings held in community and with stakeholders. Audio/video photo documentation Invoice against activities conducted during the month.
Annual Report	End Year 12 months	As above	Summary of progress against programmed activities and

			<p>KPIs.</p> <p>Records of meetings held in community and with stakeholders.</p> <p>Specific mention of % of the total outputs achieved used (during the year and cumulative) for each category of staff.</p> <p>Audio/video photo documentation.</p>
Final Report	End of Contract at 12 months	As above	<p>Final report showing detail of achievement against the programmed activities and handover of all works.</p> <p>Knowledge transfer to designated person.</p>

***Itemized Components:*** The Agency shall produce the items, mentioned in the Scope of Work, as and when requested by the client within the stipulated time as agreed with the client. The Agency shall get all items approved from the client before using them in any communication medium.

***IEC Strategy and Roadmap:*** This output shall provide an overarching framework and strategy to carry out IEC and Branding activities in Ujjain city 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.

***Quarterly progress reports:*** The Agency shall outline the targets for respective quarter, key activities undertaken, progress against planned milestones, key gaps and achievements, areas for improvement and suggested actions. In addition, the Agency shall report the Client the coverage of public outreach and various stakeholder groups through various activities.

***Annual report and final report:*** The Agency shall prepare an annual report and final report at the end of the term for publication outlining the initiatives of the Client during the year, impact created and emerging success stories.

**Reporting requirement- to be finalised based on proposed proposal in consultation with client**

Module	Task	Activities of the Project	Reporting
<b>Module A. Branding strategy and Roadmap</b>			
A	1	Branding Strategy 1) Pilgrimage tourism 2) Destination wedding, 3) Heritage tourism, 4) Medical and health tourism,	Finalisation in the first six months , improvement after every three months as per detailed TOR. To update in all periodic report.

				5) The knowledge hub	
				6) Agrifood (discussed in morning)	
				6) Textile (discussed in morning)	
				6) Art & craft (discussed in morning)	
				6) Any other (discussed in morning)	
		2	Road Map for Branding		
<b>Module B. Digital IEC Management</b>					
B		3	IEC Content Development	1. Text content	This will be developed throughout the contract a target of minimum 12 per Quarter of each activity. To update in all periodic report.
				2. Graphical content:	
				3. Audio Visual content	
				4. Web content	
		4	IEC Content Handling and Management	1. Handling and managing social media	Minimum 3 issues / items to be made and Posted every week on identified media. To update in all periodic report.
2. Handling and managing other digital media:	Have to update periodically on a weekly basis for general issues , for specific issues within 12 hours. To update in all periodic report.				
5	IEC Knowledge Management	Documenting field investigations, interviews, talk shows, documentaries, coffee table books, magazines, editorials, newsletters etc.	Regularly to cover all , within a week of activity completed. Details as per Tor. To update in all periodic report.		
<b>Module C: Offline IEC Management</b>					
		6	Conducting and Management of Offline IEC Activities	Handling and managing offline media	The plan shall be shared in the first month of projects, to keep updated till the project end , To update in all periodic report.
				Conceptualizing and scoping events	The consultant has to suggest the client and to implement as per direction.
				Integration of online and offline media:	Have to update periodically on a weekly basis for general issues , for specific issues within 12 hours
D	<b>Module D: Stakeholder Engagement</b>				

		7	Prepare Community Awareness plan	Prepare in first month of Contract
		8	Conduct regular interactions/ meetings/ Individual one to one consultation with Government officials/ stakeholders/ Street vendors	Regular meeting as per plan proposed by Consultant approach and methodology. Later finalised in consultation with client.
		9	Mobilize and organize and Train community for implementation of rehabilitation & Resettlement of beneficiaries/stakeholders.	Regular meeting as per plan proposed by Consultant approach and methodology. Later finalised in consultation with client.
		10	Strengthen existing women associations/ CBOs and strengthening the role of existing ones. Associate such association with project. Mobilize women headed households and women associations/ CBOs to engage in the adaptation measures relevant to project deliverables. Implement Gender Action Plan (GAP) and assist USCL/CITIIS staff in documenting and report of GAP.	Regular meeting as per plan proposed by Consultant approach and methodology. Later finalised in consultation with client.
		11	PR Agency need to document all activities, interventions and submit the report with key indicators to USCL/CITIIS at regular intervention.	Have to update periodically on a weekly basis.
E	<b><u>Module E: Public Relation</u></b>			
		12	Design an effective and comprehensive Public Relations Strategy	Design an effective and comprehensive Public Relations Strategy to be submitted within three months of contract
		13	PR strategy, approach, calendar and schedule to be finalized with the approval of CITIIS/USCL.	
		14	Execute the approved Strategy through both ongoing initiatives and event specific initiatives.	As per Design an effective and comprehensive Public Relations Strategy to be submitted within three months of contract and in consultation with the client

				City.	
		15		Plan city level events to sensitize local administration, general public and media for collective promotion and awareness on smart city initiatives and its objectives. Establish coordination with national/ international agencies, Offices of Smart City from other state for knowledge exchange and exposure visits.	As per plan proposed by Consultant approach and methodology. Later finalised in consultation with client.
		16	Printing of Contents	Printing of flyers, posters, banners, hoardings, flex etc. shall be undertaken by PR Agency. Size, content Quantity and quality of material shall be decided by client.	As per Design an effective and comprehensive Public Relations Strategy to be submitted with in three months of contract and in consultation with the client
<b>Specific Activities</b>					
17	A. Students of Maharajwada Girls & Boys School/ Colleges			As per plan proposed by Consultant approach and methodology. Later finalised in consultation with client. At the completion of each events separate report of the activities should be placed with periodic reports.	
18	B. Teachers of Maharajwada School and Nutan School				
19	C. Street Vendors from Mahakal Temple, Ramghat, Rudrasagar lake and Maharajwada.				
20	D. Auto Rickshaw owners/ E-rickshaw: Mahakaal Temple, Harsidhhi Temple and Ramghat.				
21	E. Pujari/ Priest: Ramghat, Mahakaal Temple & Harsiddhi Temple				
22	F. Visitors: Mahakaal Temple, Harsiddhi Temple and Ramghat.				



23	G. Households & Citizens	
24	H. Shree Mahakal Temple Management Committee:	
25	I. Harsiddhi Temple Trust	
26	J. Branding of Ujjain	

**Payments to consultant**

- a) It's a time-based contract. The payment of remuneration of expert will be based on work done by the experts & shown in the monthly time sheet along with copy of Biometric attendance sheet and fixed expenses will be on lumpsum basis, as per the financial format.
- b) The Payment shall be made on a monthly basis in accordance with the following Schedule in Input & Output based system. However, from every bill the authority shall retain 5% of the payable amount as retention money, which shall be paid as approved by the authority after successful completion of deliverables by the agency.
- c) The payments for activities will be done from Provisional Sum based on approved cost of each activity. The inputs given by Team will not be paid extra and the team members are expected to conduct / organize / Manage activities.

<b>Milestone</b>	<b>Payment Time</b>	<b>Output</b>	<b>Payment to be made</b>
Monthly payments	15 <sup>th</sup> of succeeding months, the invoice and time sheet and monthly report shall be submitted before the 7 <sup>th</sup> of the next month.	Based on activities performed during the quarter as agreed by USCL. Program expenses on Successful completion of activities as per the agreed work plan and budgets with supporting documents	Monthly
Final Payment	Payment to be made at the contract closure	Final report to be submitted as per Deliverable and reporting table above	Retention Money and performance security to be paid back and final account to be settled.

All the inputs, outputs and deliverables should be of very high quality and agreed by client in terms of content, quantity and quality. The client holds the right to reject the output in case of any one of the following reasons:

- a) Poor Quality
- b) Lack of co-operation with the client
- c) Failure to fulfil the time frame and failure to abide by the agreed terms and conditions
- d) Not in line with programme requirements

#### **8. Project duration**

The duration of the assignment is 12 months. The duration of the assignment may be further extended by the Client with the consent of the Agency. However, project duration may be extended if the implementation period is extended by the funding agency. The activities which are not done in the first year shall be carried forward to next year (if implementation is extended by funding agency) at the same rates.

#### **9. Reporting Structure**

The Agency shall report to the CEO, USCL or a person appointed by the CEO.

#### **10. Key Performance Indicators**

Should be in sync with Project Monitoring & Evaluation Plan and Communication and Outreach Plan. The agency must collect the Base information and confirm the same with client for measurement of performance targets.

**\*Note:** The KPIs are subject to review and revision by CITIIS-USCL at regular intervals.



## SCHEDULE-2: Contract for Agency's Services

# CONTRACT FOR AGENCY'S SERVICES

**Project Name: Appointment of Public Relations  
Agency for Ujjain Smart City**

**Contract No.** \_\_\_\_\_

**between**

**Ujjain Smart City Limited**

**and**

\_\_\_\_\_  
***[Name of the Agency]***

**Dated:** \_\_\_\_\_

## CONTENTS

### **1. General**

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Authority of Member-in-Charge
- 1.10 Authorised representatives.
- 1.11 Taxes and duties

### **2. Commencement, Completion and Termination of Agreement**

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services.
- 2.4 Expiry of Agreement
- 2.5 Entire Agreement
- 2.6 Modification of Agreement
- 2.7 Force Majeure
- 2.8 Suspension of Agreement
- 2.9 Termination of Agreement

### **3. Obligations of the Agency**

- 3.1 General
- 3.2 Conflict of Interest
- 3.3 Confidentiality
- 3.4 Liability of the Agency
- 3.5 Insurance to be taken out by the Agency
- 3.6 Accounting, inspection and auditing
- 3.7 Agency's actions requiring the Authority's prior approval
- 3.8 Reporting obligations
- 3.9 Documents prepared by the Agency to be the property of the Authority
- 3.10 Equipment and materials furnished by the Authority
- 3.11 Providing access to the Project Office and Personnel
- 3.12 Accuracy of Documents

### **4. Agency's Personnel and Sub-Agency**

- 4.1 General

- 4.2 Deployment of Personnel
- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Team Leader and Project Manager
- 4.7. Sub-Agencies

## **5. Obligations of the Authority**

- 5.1 Assistance in clearances etc.
- 5.2 Access to land and property
- 5.3 Change in Applicable Law
- 5.4 Payment

## **6. Payment to the Agency**

- 6.1 Cost estimates and Agreement Value
- 6.2 Currency of payment
- 6.3 Mode of billing and payment

## **7. Liquidated damages and penalties**

- 7.1 Performance Security
- 7.2 Liquidated Damages
- 7.3 Penalty for deficiency in Services

## **8. Fairness and Good Faith**

- 8.1 Good Faith
- 8.2 Operation of the Agreement

## **9. Settlement of Disputes**

- 9.1 Amicable settlement
- 9.2 Dispute resolution
- 9.3 Conciliation
- 9.4 Arbitration

## **ANNEXES**

- Annex-1: Terms of Reference
- Annex-2: Deployment of Personnel
- Annex-3: Estimate of Personnel Costs
- Annex-4: Approved Sub-Agency(s)
- Annex-5: Cost of Services
- Annex-6: Payment Schedule
- Annex-7: Bank Guarantee for Performance Security

### **Schedule 3: Agreement**

## **AGREEMENT**

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 20..., between, one Party, the [Ujjain Smart City Limited acting through .....] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, \_\_\_\_\_, .....(hereinafter called the “**Agency**” which expression shall include their respective successors and permitted assigns) . other Party

Both separately being called Party and together as Parties as the context requires

WHEREAS

- (A) **The Authority vide its Request for Proposal for Appointment of Public Relations Agency for Branding Ujjain City (hereinafter called the “Consultancy”);**
- (B) the Agency submitted its proposals for the aforesaid work, whereby the Agency represented to the Authority that it had the required professional skills, and in the said proposals the Agency also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Agency, awarded the Consultancy to the Agency vide its Letter of Award dated.....(the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

### **1. GENERAL**

#### **1.1 Definitions and Interpretation**

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;

- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (h) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (j) “**ED**” means Executive Director, USCL
- (k) “**Government**” means the Government of M.P.
- (l) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Member**”, in case the Agency consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (m) “**Party**” means the Authority or the Agency, as the case may be, and **Parties** means both of them;
- (n) “**Personnel**” means persons hired by the Agency or by any Sub-Agency as employees and assigned to the performance of the Services or any part thereof;
- (o) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (p) “**RFP**” means the Request for Proposal document in response to which the Agency’s proposal for providing Services was accepted;
- (q) “**Services**” means the work to be performed by the Agency pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) “**Sub-Agency**” means any entity to which the Agency subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and

- (s) “**Third Party**” means any person or entity other than the Government, the Authority, the Agency or a Sub-Agency.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

### 1.1 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Agency. The Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.2 Deleted.

### 1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Agency shall be as set forth in the Agreement, in particular:

- (a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Agency in accordance with the provisions of the Agreement.

### 1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### 1.5 Language

All notices required to be given by one Party to the other Party and all other

communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 1.10 or to such other person as the Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Agency may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Agency; provided that if the Agency does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

## **1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Agency.

## **1.9 Authority of Member-in-charge**



In case the Agency consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Agency’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

**1.10 Authorized Representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Agency, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....  
 .....  
 Tel: .....  
 Mobile: .....  
 Email: .....

1.10.3 The Agency may designate one of its employees as Agency’s Representative. Unless otherwise notified, the Agency’s Representative shall be:

.....  
 .....  
 Tel: .....  
 Mobile: .....  
 Email: .....

**1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

**2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

**2.2 Commencement of Services**

The Agency shall commence the Services within a period of 14 (fourteen) days from the Effective Date, unless otherwise agreed by the Parties.

## 2.3 Termination of Agreement for failure to commence Services

If the Agency does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Agency, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Agency shall stand forfeited.

## 2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Agency hereunder.

## 2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## 2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## 2.7 Force Majeure

### 2.7.1 Definition

(A) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather

conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(B) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(C) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### 2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

### 2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

### 2.7.6 Consultation

2.7.7 Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

## 2.9 Termination of Agreement

### 2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to as per the RFP hereof;
- (d) the Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;
- (e) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

## 2.9.2 By the Agency

The Agency may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Agency that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Agency may have subsequently granted in writing) following the receipt by the Authority of the Agency's notice specifying such breach;
- (c) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

## 2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Agency's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

## 2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Authority, the Agency shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

## 2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Agency's personnel.

### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## 3. OBLIGATIONS OF THE AGENCY

### 3.1 General

#### 3.1.1 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, 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 and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Agencies or Third Parties.

#### 3.1.2 Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

#### 3.1.3 Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Agency, as well as the Personnel and agents of the Agency and any Sub-Agency, comply with the Applicable Laws.

### 3.2 Conflict of Interest

- 3.2.1 The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

### 3.2.2 Agency and Affiliates not to be otherwise interested in the Project

The Agency agrees that, during the term of this Agreement and after its termination, the Agency or any Associate thereof and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Agency nor its Sub-Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 3.2.4 Agency not to benefit from commissions, discounts, etc.

The remuneration of the Agency pursuant to Clause 6 hereof shall constitute the Agency's sole remuneration in connection with this Agreement or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### 3.2.5 The Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate

this Agreement forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of

its rights or performance of its obligations by the Authority under this Agreement;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Agency, its Sub-Agencies and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Agency, its Sub-Agencies and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Agency, its Sub-Agencies and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Agency, its Sub-Agencies and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub-Agencies and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency, its Sub-Agencies and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- (iv) is provided to the professional advisers, agents, auditors or representatives of the Agency or its Sub-Agencies or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub-Agencies or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Agency**

3.4.1 The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Agency shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Insurance to be taken out by the Agency**

3.5.1 (a) The Agency shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Agency to take out and maintain, at its (or the Sub-Agency's, as the case may be) own cost, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Agency shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this

## Agreement.

- (c) If the Agency fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Agency, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Agency, and the Agency shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Agency and the Agency shall procure an undertaking from the insurance company to this effect; provided that in the event the Agency has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Agency or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage equivalent to Agreement Value;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Agency and of any Sub-Agency, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

## 3.6 Accounting, inspection and auditing

The Agency shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Agency's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up

to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

### 3.7 Agency's actions requiring the Authority's prior approval

The Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

### 3.8 Reporting obligations

The Agency shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### 3.9 Documents prepared by the Agency to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Agency (or by the Sub-Agencies or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Agency agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Agency.
- 3.9.2 The Agency shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Agency may retain a copy of such Consultancy Documents. The Agency, its Sub-Agencies or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Agency shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any

unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Agency or its Sub-Agencies or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10 Equipment and materials furnished by the Authority**

Equipment and materials made available to the Agency by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Agency shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Agency shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

### **3.11 Providing access to Project Office and Personnel**

The Agency shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Agency and verify the records relating to the Services for his satisfaction.

### **3.12. Accuracy of Documents**

The Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **4. AGENCY'S PERSONNEL AND SUB-AGENCIES**

### **4.1 General**

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

### **4.2 Deployment of Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Agency's Personnel are described in Annex-2 of this

Agreement.

- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Agency by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

### **4.3 Approval of Personnel**

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Agency hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. 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 thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

### **4.4 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.

### **4.5 Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Agency's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 10 (ten) days shall be

subject to the prior approval of the Authority, and the Agency shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.6 Team Leader /Media Manager**

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, who shall be responsible for day to day performance of the Services.

#### **4.7 Sub-Agency**

Sub-Agency listed in Annex-4 of this Agreement is hereby approved by the Authority. The Agency may, with prior written approval of the Authority, engage additional Sub-Agency or substitute an existing Sub-Agency. The hiring of Personnel by the Sub-Agency shall be subject to the same conditions as applicable to Personnel of the Agency under this Clause 4.

### **5. OBLIGATIONS OF THE AUTHORITY**

#### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Agency, its Sub-Agencies and Personnel with work permits and such other documents as may be necessary to enable the Agency, its Sub-Agencies or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **5.2 Access to land and property**

The Authority warrants that the Agency shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Agency as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Agency as a result thereof pursuant to Clause 6.1.3.

#### **5.3 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Agency in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Agency

under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

## 5.4 Payment

In consideration of the Services performed by the Agency under this Agreement, the Authority shall make to the Agency such payments and in such manner as is provided in Clause 6 of this Agreement.

## 6. PAYMENT TO THE AGENCY

### 6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Agency is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”) including the provisional sum. The Parties agree that the Agreement Value is Rs. .... (Rupees ).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Agency in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Currency of payment

All payments shall be made in Indian Rupees. The Agency shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### 6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

(a) A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Agency on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Agency, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.

(b) The Agency shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Agency fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Agency completes, to the satisfaction of the Authority, the work pertaining to the

preceding stage except if the activity is help up by USCL.

- (ii) The Authority shall pay to the Agency, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Agency to be made within 30 (thirty) days after the receipt by the Authority of duly completed approved bills with necessary particulars (the “**Due Date**”).
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Agency specifying in detail, the deficiencies in the Services. The Agency shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Agency to the Authority within 30 (thirty) days after receipt by the Agency of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Agency in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) All payments under this Agreement shall be made to the account of the Agency as may be notified to the Authority by the Agency.

## 7. LIQUIDATED DAMAGES AND PENALTIES

### 7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Agency, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Agency at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Agency hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Agency may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

## **7.2 Liquidated Damages**

### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Agency by way of deemed liquidated damages at the rate of 0.5% of the Agreement Value, subject to a maximum of 10% (ten per cent) of the value of work as per proposed time and man power.

### **7.2.2 Liquidated Damages for delay**

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% (Zero point five percent) of the milestone payment per day, subject to a maximum of 10% (ten percent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.

### **7.2.3 Encashment and appropriation of Performance Security**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

## **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

### **8.2 Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if

during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## 9. SETTLEMENT OF DISPUTES

### 9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### 9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Chairman, USCL for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

### 9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Ujjain, Madhya Pradesh where the Authority has its headquarters and the



language of arbitration proceedings shall be English.

- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED

For and on behalf  
Agency:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Authority:

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

Annex -1: Terms of Reference

**Terms of Reference**

Annex-2: Deployment of Key Personnel

**Deployment of Key Personnel**

Annex-3: Deleted

Annex 4 - Approval of Sub Agency NA - Deleted

**Approved Sub-Agency(s)**

*(Refer Clause 4.7)*

Annex-5: Cost of Services

## Cost of Services

Annex-6: Payment Schedule

**Payment Schedule**

## Annex-7: Bank Guarantee for Performance Security

**Bank Guarantee for Performance Security**

To

[The President of India/Governor of.....]

acting through

.....

.....

.....

In consideration of Ujjain Smart City Limited acting on behalf of the [President of India/Governor of.....] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ....., having its office at..... (hereinafter referred as the “**Agency**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the .....for....., and the Agency having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees ..... ) to the Authority for performance of the said Agreement.

We,.....(hereinafter referred to as the “**Bank**”) at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.

2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this

Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....

3. We, ..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2

## Schedules

hereof, on or before [.....] (indicate the date falling 365days after the Bid Due Date specified in the RFP)].

Dated, the ..... day of .....20

For .....

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

### NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**SCHEDULE-3**

*Guidance Note on Conflict of Interest*

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Agencies should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Agencies should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a Agency or between Agencies and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and Agencies:
    - (i) Potential Agency should not be privy to information from the Authority which is not available to others.
    - (ii) Potential Agency should not have defined the project when earlier working for the Authority.
  - (b) Agencies and concessionaires/contractors:
    - (i) No Agency should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments.
    - (ii) No Agency should be involved in owning or operating entities resulting from the project.
    - (iii) No Agency should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by Agencies. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Agencies become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Agency’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Agency coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Agencies drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when Agencies advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Agencies. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Agencies to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Agencies should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## **APPENDICES**

APPENDIX-I

**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

.....  
.....  
.....

**Sub:** Appointment of Public Relations Agency for Branding Ujjain City

Dear Sir,

With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Project Development and Management Agency(the "**Agency**") for Smart City Projects of Ujjain City. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a

penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as an Agency.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Agency, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2

**Particulars of the Applicant**

	Title of Consultancy:
	Title of Project: .....Project
	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address:  Year of Incorporation: Year of commencement of business: Principal place of business:  Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:

	<p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalised by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
	<p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of .....</p>

APPENDIX-I  
Form-2-(I)  
Eligibility Criteria

<u>S.no</u>	<u>Eligibility Criteria</u>	<u>Details</u>	<u>Reference</u>
<u>1</u>	<u>2.2.2.1 Basic Eligibility criteria</u> a) b) c)		
<u>2</u>	<u>2.2.2.2 Technical Eligibility</u> a) b) c) d) e) f)		
<u>3</u>	<u>2.2.2.3 Financial Eligibility</u>		
<u>4</u>	<u>2.2.2.4 Key Personnel</u>		
<u>5</u>	<u>....</u>		
<u>..</u>			
<u>n</u>			

APPENDIX-I

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: Appointment of Public Relation Agency for Branding Ujjain City

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that..... (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of.....

**APPENDIX-I**  
**Form-4**

**Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 Proposal for and selection as Public Relation Agency for Branding Ujjain City for Ujjain Smart City Limited (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

## APPENDIX-I

**Form-5****Financial Capacity of the Applicant***(Refer Clause 2.2.2 (B))*

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Professional Fee from Advisory and Consultancy Services (Rs)</b>
1.		
2.		
3.		
Average		
<b>Certificate from the Statutory Auditor<sup>\$\$</sup></b>		
This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.		
(Signature, name and designation of the authorised signatory)		
Date:	Name and seal of the audit firm:	

<sup>\$\$</sup>In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:**

1. Please do not attach any printed Annual Financial Statement.
2. In case of consortium, Form-5 shall be submitted by all members of the consortium.

APPENDIX-I

**Form-6**

**DESCRIPTION OF SOCIAL MEDIA MANAGEMENT METHODOLOGY,  
BRANDING STRATEGY AND ROADMAP IN RESPONDING TO THE TERMS  
OF REFERENCE**

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a) **Branding Strategy and Roadmap**: A comprehensive strategy for branding of the Ujjain City along with implementation model (as specified in TOR) to execute the same.
- b) **Specifications for Itemized Services**: Specifications and detailed description of each of the itemized components proposed in the Appendix II form 2.
- c) **Social Media Management Methodology**: Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
- d) **Organization and Staffing**: Describe the structure and composition of your team, including the list of the Personnel.

Prescribed format:

Strictly follow the page limit of 30 pages, font type: Arial, minimum font size: 11, minimum line spacing of 1.0 and normal margins. Non-conforming submissions may be disqualified.

Note:

The Financial quote shall not be mentioned in any place except a financial proposal (Appendix II).





APPENDIX-I

Form-8

**Particulars of Key Personnel**

	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience
	(2)	(3)	(4)	(5)

## APPENDIX-I

Form-9**Abstract of Assignments of the Applicant<sup>s</sup>***(Refer Clause 2.2.2, B)*

S.No.	Name of Project	Name of Client	Professional fee <sup>\$\$</sup> received/ to be received by the Applicant (in Rs crore) <sup>£</sup>
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			

<sup>s</sup>The Applicant should provide details of only those assignments that have been undertaken by it under its own name. In case the Applicant has not received the professional fees for the ongoing assignment, the applicant must furnish certificate from client clearly mentioning the scope of work and consultancy fees for the assignment.

<sup>\$\$</sup> Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

<sup>£</sup> In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP.

**Certificate from the Statutory Auditor<sup>s</sup> of [Name of Company]**

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

<sup>s</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: In case of consortium, Form-9 for each consortium member shall be submitted.

## APPENDIX-I

Form-10**Assignments of Applicant***(Refer Clause 2.2.2, B)*

1.	Project Category and Sub-Category
2.	Name of company:
3.	Assignment name:
4.	Description of Assignment:
5.	Approx. project cost (in Rupees):
6.	Approx. value of the consultancy contract (in Rupees):
7.	Approx. value of the services provided by your company under the consultancy contract (in Rupees):
8.	Country:
9.	Location within country:
10.	Duration of Assignment/job (months) :
11.	Name of Client:

12.	Client address and contact information:
13.	In case of consortium, whether your company was Lead member or other consortium member:
14.	Total No of staff-months of the Assignment:
15.	Total No of staff-months provided by your company:
16.	Start date (month/year):
17.	Completion date (month/year):
18.	Name of associated Agencies, if any:
19.	Name of senior professional staff of your firm involved and functions performed.
20.	Description of actual Assignment/ provided by your staff within the Assignment:

**Note:**

1. Use separate sheet for each Assignment as mentioned in clause 2.2.2 (B).
2. Each Eligible Assignment shall not exceed 2 pages, and following format shall be used: font: arial, font size: 11, normal margin.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I

Form-11

**Curriculum Vitae (CV) of Professional Personnel**

1. Proposed Position:[For each position of key professional separate form will be prepared]:

2. Name of Firm:[Insert name of firm proposing the staff]:

3. Name of Staff:[Insert full name]:

4. Brief Profile of Proposed Staff: [Provide summary of proposed staff experience, qualifications and achievements in no more than 250 words]

5. Date of Birth:

6. Nationality:

7. Education:[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

8. Membership of Professional Associations:

9. Other Training:

10. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

12. Employment Record:[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

13. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment]

14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following

information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project:

Employer:

Year:

Location:

Main project features:

Positions held:

Activities performed:

(Signature and name of the authorised signatory of the Applicant)

**Note:**

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed and dated by both the personnel and Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-12

**Proposal for Sub-Agency(s) - Not Applicable**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Agency				
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

**Note:**

1. The Proposal for Sub-Agency(s) shall be accompanied by the details specified in Form 12 of Appendix -I.
2. Use separate form for each Sub-Agency

APPENDIX-II

**FINANCIAL PROPOSAL**

Form-1

**Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Subject: Appointment of Public Relations Agency for Ujjain Smart City Limited.

Dear Sir,

I/We, ..... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Public Relations Agency for Ujjain Smart City Limited as indicated above.

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

## APPENDIX-II

*(See Clause 2.1.3)*Form-2**Fin 1: Summary of Costs:**

<b>S. No.</b>	<b>Item</b>	<b>Amount in figures</b>	<b>Amount in words</b>
A	Consultancy Charges - <b>Total Of Remuneration and Reimbursable expenses (A+B)</b> . other than Provisional Sum and other than applicable GST		

**To be submitted online through Online Price Bid**

**Fin 2: Detail Financial Proposal****Detail Financial Proposal**

Competitive component						
A	Remuneration		No of	Month	Unit Price Per	Total (Rs)
S.No	Designation	Name	Position		Month (Rs)	
1	Team Leader/ Media Manager		1	12		
2	Project Manager cum IEC Expert		1	12		
3	Communication and Documentation Expert		1	12		
4	Community Mobilizer		2	24		
5	Graphic Designer		1	12		
6	Content Developer		1	12		
7	Non Key Expert - Research Associates		2	12		
<b>Total Of Remuneration (A)</b>						
B.	Reimbursable Expenses		Unit	Months	Unit Price (Rs)	Total (Rs)
1	Travel (one vehicle four wheeler)		1	12		
2	Office Expenses including Communication Cost / stationary / printing and other expenses.		1	12		
<b>Total Of Reimbursable Expenses(B)</b>						
<b>Total Of Remuneration and Reimbursable expenses (A+B)</b>						
<b>Non-Competitive Components</b>						
<u>C</u>	<u>Provisional Sums</u>		Unit	Months	Unit Price (Rs)	Total (Rs)
1	Provisional Sums 1					1,35,00,000.00
2	Contingency					25,00,000.00
	Total Of Provisional and Contingency Sums (C)					1,60,00,000.00
<b>Total Cost of the Financial Proposal (A+B+C)</b>						

## Appendices

### **Fin 3: Expenses to be incurred from Provisional Sum**

This is an Indicative list of activities and may vary as per requirements of Project .

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
Students	Kick off Workshop	Presentation & PRA	Participatory planning with children on making <b>child friendly Mahakal lok &amp; Tourist Spots</b>	100	2 HRS	1	1. Venue (School Premises) 2. Snacks (1 banana, 1 Biscuit Packet, 1 Frooti) 3. Stationery (Broucher, Writing pad, Pen, File Cover) 4. 01-Flex-Banner (4x6) Ordinary quality 220 gsm 5. Projector.
Students	Project Visit & Extempore	Exposure visit & Extempore	Visit to all seven lakes and extempore on Ideas to rejuvenate Rudrasagar Lake & other water bodies with focus on water conservation & Nature.	50	4 Hrs	6	1. Bus (50 seater for 4 hours) 2. Lunch (Thali: 3. Venue (School Premises) 4. Stationery (Writing Pad, brochure, file cover and Pen) 5. Sound/ Mike system 6. 03 Trophy for winners , Certificates for participants On : A4, 300 GSM, Multi color 7. Cap & T shirt each with Printing of Logo 8. 02 Flex-Banner (4x6) Ordinary quality 220 gsm
Students	Film Show	Film Show	How to improve City's Nature & Environment	100	3 hours	2	1. Venue (School premises) 2. Projector on rent for 4 hours 3. Sound system with Mike 4. Snacks (1 banana, 1 samosa, 1 biscuit pack, 1 fruity, 1 mithai) 5. 01 Flex-Banner (4x6) Ordinary quality 220 gsm 6. Movie in Pen drivet
Students	Stickers of Mahakal & CITIIS distribution	Printing of Stickers of Prominent temples.	Promotion of Heritage/ Culture	50	0	500	1. 1000 Name slips of 90 GSM in A4 Size for books & copies based on USPs of Ujjain City (Temples, Sandipani ashram, Kshipra Aarti, Bhartari Gufa, Historical buildings etc. 2. 500 Pins Badge on kalayen learned by Krishna 2.5"X3.00" Art paper 170 GSM

## Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
Students	Quiz Competition on Ujjain heritage	Quiz	Promotion of Heritage/ Culture	50	2 hours	1	<ol style="list-style-type: none"> <li>1. Venue: School Premises</li> <li>2. 01-Flex-Banner (4x6) Ordinary quality 220 gsm</li> <li>3. Sound/ Mike system</li> <li>4. Stationery (Question Cards, Pens and Markers)</li> <li>5. 03 Trophy for winners , Certificates for all participants each Size: A4, 300 GSM, Multi colour</li> <li>6. Snacks (1 banana, 1 pack biscuit, 1 fruity,1 mithai, 1 samosa)</li> </ol>
Students	Story-telling/writing	Story Telling/ Writing	On making Ujjain a tourist Friendly destination. How to preserve heritage to Ujjain City.	50	2 hours	1	<ol style="list-style-type: none"> <li>1. Venue: School Premises</li> <li>2. 01 Flex Banner (4x6) Ordinary quality 220 gsm</li> <li>3. Sound/ Mike system</li> <li>4. Stationery (A4 Paper sheet, pen, pencil, rubber, sketch pen)</li> <li>5. 03 Trophy for winners Certificates for participants: A4, 300 GSM, Multi colour</li> <li>6. Snacks (1 banana, 1 pack biscuit, 1 fruity,1 mithai, 1 samosa)</li> </ol>
Students	Celebration of Environment Day/ World Heritage day/ Women's Day/ Children's Day/ Any other national or international day	Drawing/ Skit competition/ Film shows	Nature conservation, Heritage conservation and gender issues.	50 each	1 hour	3	<ol style="list-style-type: none"> <li>1. Venue: School Premises</li> <li>2. 01-Flex-Banner (4x6) Ordinary quality 220 gsm</li> <li>3. Activities such as tree plantation, awareness on heritage, preserving cultural &amp; religious values of city.</li> <li>4. Snacks (1 banana, 1 samosa, 1 fruity, 1 mithai, 1 pack biscuit)</li> </ol>
Students	Banner making-competition	Banner making-competition	On promoting tourism, making Ujjain tourist-friendly. CITHS program	50	2 hours	1	<ol style="list-style-type: none"> <li>1. Venue: School Premises</li> <li>2. 01 Flex Banner (4x6) Ordinary quality 220 gsm</li> <li>3. Stationery (10 banners, 05 sketch pen set, 05 set of markers)</li> <li>4. Snacks (1 banana, 1 samosa, 1 fruity, 1 mithai, 1 pack biscuit)</li> </ol>

## Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
Teachers	Thematic Meetings	Power point, video presentation.	Theme based Discussion on project objective, deliverables & making consensus.	15 each	2 hours	2	<ol style="list-style-type: none"> <li>1. Venue: School Premises</li> <li>2. Projector</li> <li>3. IEC material for reference like broucher, booklet etc.</li> <li>4. Stationery (10 banners, 05 sketch pen set, 05 set of markers)</li> <li>5. Snacks (1 samosa, 1 fruity, 1 pack biscuit)</li> <li>6. 01 Flex Banner (4x6) Ordinary quality 220 gsm (to be used multiple times)</li> </ol>
Students	Write up/Lecture session	Write-up/ Lecture session	"उज्जैन का भव्य अतीत एवं पुरातत्व महत्व". Heritage conservation and cultural importance.	15	2 hours	1	<ol style="list-style-type: none"> <li>1. Venue (School Premises)</li> <li>2. 01-Flex-Banner (4x6) Ordinary quality 220 gsm</li> <li>3. Stationery (A4 Papers, Pens, pencils, Sketch pens, markers):</li> <li>4. Snacks (1 samosa, 1 mithai, chips, tea)</li> <li>5. Sound/ Mike system</li> </ol>
Citizens	Heritage walks	Heritage walks	Awareness on heritage preservation	15	3 hours	1	<ol style="list-style-type: none"> <li>1. Vehicle Expenses (15x2)</li> <li>2. Stationery (05 Drawing sheet, pencil, sketch pen, marker, clip)</li> <li>3. Lunch for 30 participants</li> <li>4. 02-Flex-Banner (4x6) Ordinary quality 220 gsm</li> <li>5. Venue (School Premises)</li> </ol>
Teachers	PRA	PRA exercise.	Mapping USPs of Ujjain City: Temples, Food, Art & Craft, Handicraft, Heritage buildings, festivals etc. Water Bodies	25	2 hours	1	<ol style="list-style-type: none"> <li>1. Stationery (05 Drawing sheet, pencil, sketch pen, marker, clip)</li> <li>2. Snacks (1 samosa, 1 fruity, 1 mithai, chips)</li> <li>3. 01 Flex Banner (4x6) Ordinary quality 220 gsm</li> <li>4. Venue (School Premises)</li> </ol>
Teachers	Pamphlet preparation	IEC material Development	Based on Write up and PRA on USPs of Ujjain city & cultural heritage conservation.	1500	0	1500	Pamphlets (11.69 inches x 8.27 inches) Single Coloured 54 GSM based on Project Objectives, School shifting and Information to other Stakeholders

## Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
<b>Street-Vendors</b>	Field Visits	Questionnaire form-Survey	Analysis of Street-Vendors on Project Sites-	0	0	0	NA
<b>Street Vendors</b>	Thematic Meetings	Power point, video presentation.	Theme based Discussion on project objective, deliverables & making consensus.	30 each	1 hour	1	1. Venue: School Premises 2. Projector 3. IEC material for reference like broacher, booklet etc. 4. Stationery (10 banners, 05 sketch pen set, 05 set of markers) 5. Snacks (1 samosa, 1 fruity, 1 pack biscuit) 6. 01-Flex-Banner (4x6) Ordinary quality 220 gsm to be used multiple times
<b>Street-Vendors</b>	Micro-Planning-Mapping SV on sites	PRA-exercise-	Mapping Street Vendors and preparing SV profile-	30	2 hours	1	1. Stationery (05 Drawing sheet, pencil, sketch pen, marker, clip) 2. Snacks (1 samosa, 1 fruity, 1 mithai, chips) 3. 01 Flex Banner (4x6) Ordinary quality 220 gsm 4. Venue (School Premises)
<b>Street-Vendors</b>	Printing of Flyers/ Posters	Print IEC Brochure-distribution, Notice-board, Flex Hoardings, exhibitions of their products based on themes-	On Tourism Friendly-behaviour. Conservation of Heritage, Art & Craft	1000	0	1000	POSTER Size-44cm X 56 cm Process- Multi colour (four colour) Paper 130-GSM art paper with self adhesive double side Gum tape (02inch) in the back side of poster.- POSTER Size-44cm X 56 cm Process- Multi colour (four colour) Paper 130-GSM art paper with self adhesive double side Gum tape (02inch) in the back side of poster Calendar-170 GSM Art Paper with self adhesive double side gum tap (02inch) in the back sight of the Calendar.- One Calendar (75 cm X 50 cm)
<b>Street-Vendors</b>	Capacity-Building:- Souvenir-Development	Hand holding-workshop of 03 days-	Developing Souvenir-based on MAHAKAL. In convergence of NULM and Pvt Institute-	50	12 hours	1	1. Venue: Training centre/ Community Hall 2. Raw material: Based on Souvenir decided by USCL: Lumpsum amount 3. 02 Resource person charges for 03 days 4. Projector, Sound System for 03 days 5. Lunch (Thali), Snacks Tea and High Tea for 03 days 6. Travel expenses of participants 7. Tools and Kit required for participants- 8. 01 Flex Banner (4x6) Ordinary quality 220 gsm

## Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
Street Vendors	Meeting/Workshop	Presentation & PRA	Gender Awareness and Women Safety. Marking unsafe areas and Help centers.	100	1 hours	1	1. Stationery (05 Drawing sheet, pencil, sketch pen, marker, clip) 2. Snacks (1 samosa, 1 fruity, 1 mithai, chips) 3. 01-Flex-Banner (4x6) Ordinary quality 220 gsm 4. Venue (School Premises)
Street Vendors	Exposure visit to Tourist Place	Exposure Visit	Making temples tourist-friendly place.	25	1 day	1	Travel, food, stay and other expenses 01-Flex-Banner (4x6) Ordinary quality 220-gsm
Auto Rickshaw owners/ E-rickshaw	Focused Group Discussion	Power point, video presentation, Discussion	Consultations on Public Safety, Women Safety, Tourism friendly behaviour, Project Objectives and deliverables.	20 each	2 hours	2	1. Venue: School Premises 2. Projector 3. IEC material for reference like broucher, booklet etc. 4. Stationery (10 banners, 05 sketch pen set, 05 set of markers) 5. Snacks (1 samosa, 1 fruity, 1 pack biscuit) 6. 01-Flex-Banner (4x6) Ordinary quality 220 gsm to be used multiple times
Auto-Rickshaw owners/ E-rickshaw	Workshop	Presentation & PRA-exercise.	Developing a tourism circuit, promotion of Handicraft, Traditional art & Culture.	50	3 hours	1	1. Stationery (05 Drawing sheet, pencil, sketch pen, marker, clip) 2. Snacks (1 samosa, 1 fruity, 1 mithai, chips) 3. 01-Flex-Banner (4x6) Ordinary quality 220 gsm 4. Venue (School Premises)
Auto-Rickshaw owners/ E-rickshaw	Meeting with E-Rickshaw Companies	Convergence meetings with NULM and Pvt operators.	Awareness on Carbon-free zone at ABD-area/NMT lanes	50	4 hours	1	1. Venue: USCL 2. Stationery (Folder, Note pad, Pen) 3. Snacks (1 samosa, biscuits, 1 mithai, 1 tea). 4. 01-Flex-Banner (4x6) Ordinary quality 220 gsm
Auto-Rickshaw owners/ E-rickshaw	Meeting/Workshop	Presentation & PRA	Gender Awareness and Women Safety. Marking unsafe areas and Help centers.	100	2 hours	1	1. Stationery (05 Drawing sheet, pencil, sketch pen, marker, clip) 2. Snacks (1 samosa, 1 fruity, 1 mithai, chips) 3. 01-Flex-Banner (4x6) Ordinary quality 220 gsm 4. Venue (School Premises)

## Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
<b>Auto-Rickshaw owners/ E-rickshaw</b>	Stickers of Mahakal & CITHS distribution	Stickers	Do's & Don't's/ Helpline Numbers/ Safe Ujjain	1500	0	1500	1. 1000 Multicolour, Paper 130-GSM paper with front lamination based on USPs of Ujjain City (Temples, Sandipani ashram, Kshipra Aarti, Bhartari-Gufa, Historical buildings 2. 500 Pins Badge on kalayen learned by Krishna
<b>Auto-Rickshaw owners/ E-rickshaw</b>	Installation of Signages	Installation	Signages on Helpline Numbers for women safety/ toilets/ changing rooms etc.	0	0	5	Helpline numbers, Steel and Stone signages
<b>Pujari / Priests</b>	Focused Group Discussion	Power point, video presentation, Discussion	Consultations on Public Safety, Women Safety, Tourism friendly behaviour, Project Objectives and deliverables. Cultural and Heritage conservation.	15 each	1 hour	2	1. Venue: School Premises 2. Projector 3. IEC material for reference like broucher, booklet etc. 4. Stationery (10 banners, 05 sketch pen set, 05 set of markers 5. Snacks (1 samosa, 1 fruity, 1 pack biscuit) 6. 01-Flex-Banner (4x6) Ordinary quality 220 gsm to be used multiple times
<b>Pujari / Priests</b>	Safety Audit	PRA exercise.	Women safety	20	2 hours	1	1. Stationery (05 Drawing sheet, pencil, sketch pen, marker, clip) 2. Snacks (1 samosa, 1 fruity, 1 mithai, chips) 3. 01-Flex-Banner (4x6) Ordinary quality 220 gsm 4. Venue (School Premises)
<b>Pujari / Priests</b>	History recording	Video documentation	Video document stating cultural, Heritage and historical importance of place.	2 to 3 minutes	0	1	HD video on Ramghat in HD quality with modern recordings.
<b>Pujari / Priests</b>	PRA	PRA exercise.	Making place tourist friendly. Keeping intact the cultural, historical importance. Extract innovative ideas to improve the experience of tourist.	15	2 hours	1	1. Stationery (05 Drawing sheet, pencil, sketch pen, marker, clip) 2. Snacks (1 samosa, 1 fruity, 1 mithai, chips) 3. 01-Flex-Banner (4x6) Ordinary quality 220 gsm 4. Venue (School Premises)

## Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
Pujari / Priests	Exposure Visit	Exposure Visit	Heritage Conservation Site with participatory approach	20	0	1	Travel, food, stay and other expenses
Visitors	Survey	Questionnaire form	Analysis on available resources and suggested improvements	0	0	0	NA
Visitors	Individual Interview/Video Interview	One-to-One recorded interaction	On Women safety/ improving tourism experience	01 to 02 minutes	1-2 minute	20	Video interview of Visitors on Project deliverables
Visitors	Help desk & Digital interaction	Audio/ Video/ LED hoardings	Awareness on Cultural, Heritage and Handicraft products.	0	0	1	1. Canopy 2. IEC material (Brochure, Circuit map, Helpline assistance, Medial emergency assistance, First Aid Kit, Information centre) 3. Resource person (by UMC) 4. 01-Flex-Banner (4x6) Ordinary quality 220 gsm - 04 standees
Visitors	Circuit Brouchers: Development & Distribution	Brouchers	Brouchers with other important temples/ places, Handicraft shops, Area specific food, Helpline numbers, public convenience facilities, etc	0	0	500	Indicating temples, Heritage buildings, art and crafts and food trails
Other local households/ Citizens	Radio Announcement	Local Radio Announcement	Awareness on Project Objectives and achievements	0	5 hours	0	Interview of Project Officials, Project Objectives and Goals, Conservation of heritage
Other local households/ Citizens	News	Paper, Social Media	On Project Objectives, deliverables and how it will attract tourist.	0		0	Newspaper advertisement
		(Facebook, whatsapp, twitter)			0	0	

## Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
<b>Other local households/ Citizens-</b>	Helpdesk-centres & Digital interaction	Audio/ Video/ LED- hoardings	On Tourism Friendly-behaviour. Conservation of Heritage, Art & Craft	0	0	1	1. Canopy: Standard Standy (folding type) with digital star-quality flex printing (Aluminium frame size 6'x 3' 2. IEC material (Brochure, Circuit map, Helpline assistance, Medial emergency assistance, First Aid Kit, Information-centre)- 3. Resource person (by UMC)- 4. 02 Flex Banner (4x6) Star quality 300 gsm-- 04 standees
<b>Other local households/ Citizens</b>	Social Media Campaign	Facebook, Twitter and Instagram	On promoting friendly tourist experience. Best Stories competition on preserving art & culture.	0	0	100	Project Awareness, Cultural and heritage conservation, Competitions etc
<b>Other local households/ Citizens</b>	Hoardings	Flex, Print IEC	Awareness on Cultural, Heritage and Handicraft products.	0	0	50	Steel board signages, Stone signages at historical buildings, Temples or other important buildings.
<b>Ujjain Municipal Corporation (UMC)</b>	Presentation	Power point/ Video presentation	Project Objective & deliverables. Convergence with NULM.	10	1 hour	1	Projector, Lunch/ Snack, Banner, Audio visual aid
	Formal Meeting	Official letter / Notice	Support in Execution	5	1 hour	4	NA
<b>Shree Mahakaleshwar Temple Management Committee (SMTMC)</b>	Exposure Visit	Exposure	Heritage Conservation Site with participatory approach	20	0	1	NA
<b>Shree-Mahakaleshwar Temple Management Committee (SMTMC)</b>	Thematic Meetings	Thematic Meeting	Conserving Mahakal Temple, Preserving heritage and cultural value, Improving tourism experience, Women safety, Helpline signages, etc	15 each	1 hour	5	1. Venue: School Premises 2. Projector 3. IEC material for reference like broucher, booklet etc.- 4. Stationery (10 banners, 05 sketch pen set, 05 set of markers)- 5. Snacks (1 samosa, 1 fruity, 1 pack biscuit)- 6. 01 Flex Banner (4x6) Ordinary quality 220 gsm to be used multiple times

Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
<b>Shree-Mahakaleshwar Temple-Management Committee-(SMTMC)</b>	History-recording	Video documentation	Video documentary with historical illustrations	4 to 5 minutes video	0	1	History/stories of Mahakaal temple and Ujjain with mythological connections in HD quality with modern recordings-
<b>Shree-Mahakaleshwar Temple-Management Committee-(SMTMC)</b>	Capacity-Building:- Souvenir-Development	Hand holding-workshop of 03 days-	Developing Souvenir-based on MAHAKAL. In-convergence of NULM and Pvt Institute.-	30	12 hours	1	1. Venue: Training center/ Community Hall 2. Raw material: Based on Souvenir decided by USCL:- Lumpsum amount 3. 02 Resource person charges for 03 days 4. Projector, Sound System for 03 days 5. Lunch (Thali ), Snacks Tea and High Tea for 03 days 6. Travel expenses of participants 7. Tools and Kit required for participants- 01-Flex-Banner (4x6) Ordinary quality 220 gsm
<b>Traffic Police Department</b>	Presentation	Power point/ Video presentation	Project Objective & deliverables. Convergence with NULM.	10	1 hour	1	Projector, Lunch/ Snack, Banner, Audio visual aid & 01-Flex-Banner (4x6) Ordinary quality 220 gsm
	Formal Meeting	Official letter / Notice	Support in Execution	10	1 hour	4	NA
<b>Harsiddhi-Temple Trust</b>	Exposure Visit	Exposure	Heritage Conservation-Site with participatory approach	20	0	0	NA
<b>Harsiddhi-Temple Trust</b>	Thematic-Meetings	Thematic-Meeting	Conserving Mahakal-Temple, preserving-heritage and cultural-value, Improving tourism experience, Women-safety, Helpline signages, etc	15 each	1 hour	5	1. Venue: School Premises 2. Projector 3. IEC material for reference like broucher, booklet etc.- 4. Stationery (10 banners, 05 sketch pen set, 05 set of markers)- 5. Snacks (1 samosa, 1 fruity, 1 pack biscuit)- 6. 01 Flex Banner (4x6) Ordinary quality 220 gsm to be used multiple times
<b>Harsiddhi-Temple Trust</b>	History-recording	Video documentation	Video documentary with historical illustrations	2 to 3 minutes video	0	1	History/stories of Mahakaal temple and Ujjain with mythological connections in HD quality with modern recordings-

Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
<b>Department of Revenue</b>	Presentation	Power point/ Video-presentation	Project Objective & deliverables.- Convergence with NULM.-	10	1 hour	1	Projector, Lunch/ Snack, Banner, Audio-visual aid
	Formal Meeting	Official letter / Notice	Support in Execution	10	1 hour	4	NA
<b>Madhya Pradesh Electricity Board</b>	Presentation	Power point/ Video-presentation	Project Objective & deliverables.- Convergence with NULM.-	10	1 hour	1	Projector, Lunch/ Snack, Banner, Audio-visual aid
	Formal Meeting	Official letter / Notice	Support in Execution	10	1 hour	4	NA
<b>Mass Awareness activities</b>	Mega Event/ Festivals	Mass awareness events	Major Festivals on occasion of Mahashivratri, on Shiv and other themes.	1000	8 hours	2	1. 04 -Flex-Banner (4x6) 01, (Full length 01) 02- with other size Star quality 300 gsm, 06 Standees Standard Standy (folding type ) with digital star quality flex printing (Aluminium frame size 6'x 3' and audio-visual aid for program details 2. Venue arrangement and decoration 3. Sound and mike system 4. Snacks and Food arrangements
<b>Mass Awareness activities</b>	State level Workshops of USCL/CITIIS	Departmental/ Interdepartmental consultation	On Project Deliverables, Sharing Success Stories and Best Practices	20 each	6 hours	2	1. Venue (Hotel) & Food 2. 04 -Flex-Banner (4x6) 01, (Full length 01) 02- with other size Star quality 300 gsm, 06 Standees Standard Standy (folding type) with digital star quality flex printing (Aluminum frame size 6'x 3'
<b>Mass Awareness activities</b>	CITIIS brochure	IEC material Development	CITIIS information	1000	0	1000	04-page High Quality Multicolor Glossy Print on 170 gsm paper
<b>Mass Awareness activities</b>	Training-material: Jute-Bag, Pen, Notepad, Brochures, Leaflets	IEC material-Development	Branding of Ujjain City	1000	0	1500	1. Bhairugarh Print Jute bag, file cover 3. CITIIS/USCL printed Notepad/ writing pad of 20 pages each with logo of CITIIS 4. Pen

Appendices

Target Groups	Proposed Activity	Inputs/Communication Channel	Themes	Approx Participants	Duration	Quantity	Material Required
Mass Awareness activities	Branding of Ujjain	Promotional Activities	Branding of Ujjain City	500	0	1	on Ujjain Shooting format – 1080p, HDV, Post production Professional Software Computer Graphics Animation / VFX, Professional narrator should be involved, Music Do not allow copy right tracks, The video documentary is required to be: - In High Definition (HD) quality - In Hindi & English languages (All translations and script writing should be undertaken by company) - Each video documentary should be submitted in Hindi & English versions High quality data file DVD (All these needs to be completed with a cover design and graphics), Audio Jingle (Shall support channel-based and object-based inputs. Should have a unified architecture to the greatest extent possible. Should re-use existing MPEG technology whenever possible. Alternate technology can be used if it provides performance substantially better than MPEG technology or provides functionality not possible with MPEG technology or with a simple extension to MPEG technology), Tagline, Bloggers,
Mass Awareness activities	City level events	Painting & Murals, Cyclothon, Mass awareness events like cultural nights, art festivals.	Branding of Ujjain City	1000	0		Venue, Tent and decoration, Snacks and food, Activity arrangements, 04 -Flex-Banner (4x6) 01, (Full length 01) 02- with other size Star quality 300 gsm, 06 Standees Standard Standy (folding type) with digital star quality flex printing (Aluminum frame size 6'x 3', IEC material,

\*The amount of Provisional Sum is Rupees 1,35,00,000. Prior approval of any work to be undertaken under Provisional sum shall be taken. The payment shall be paid after activity had been performed. This Provisional sum shall not be used in Financial Evaluation and only Total amount excluding Provisional Sum shall be used for Financial Evaluation. The bidder shall quote the price Excluding GST. Which shall be paid as per actual rate applicable.

#As deemed suitable and approved by the Client from time-to-time to meet project objectives. However, the expenditure items shall be exclusive to items covered under itemized services.

Note:

- a) The quantum of work is an indicative quantity.
- b) All expenditures under the Provisional Sum shall be approved by the Authority and will be paid on actual basis, supported by three quotes for each item or activity claimed for, which may be higher or lower than the above mentioned quantities.
- c) The amount is inclusive of all taxes excluding GST. The GST shall be payable extra to the Agency as per applicable laws.

Dated this [day / month / year]

Authorized Signatory (in full and initials):

**Name and title of signatory:**

**Duly authorized to sign this Proposal for and on behalf of [Name of Applicant]**

**Name of Firm:**

**Address:**

\*\*\*\*\* End of Document\*\*\*\*\*