

**Office of the : Jabalpur Smart City Limited, Manas Bhawan Jabalpur**

**NIT Number and Date : JSCL/2019/829/ADM/75**

**Name of Work : Empanelment of Event Management Agency (EMA) for Conducting Half-Marathon for Jabalpur Smart City Limited Manas Bhawan, Jabalpur.**

**Chief Executive Officer**

**Jabalpur Smart City Limited**

**Jabalpur Smart City limited**

**Ref No.- JSCL/2019/829/ADM/75 Date - 04.10.2019**

**Request for Proposal**

Jabalpur smart city limited (SPV), invites online proposal for **“Empanelment of Event Management Agency (EMA) for Conducting Half-Marathon for Jabalpur Smart City Limited Manas Bhawan, Jabalpur**“ from eligible firms having experience of similar type of work. Interested bidders may obtain detail RFP Document, from [www.mptenders.gov.in](http://www.mptenders.gov.in).

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| --- | --- |
| Date of Release | **04th October 2019** |
| Bid Submission start date | **07th October 2019** |
| Bid submission end date and time | **29th October 2019 by 5:30 PM** |
| Opening of Bid | **30st October 2019** |
| Physical Document Submission | **01st November 2019 at Before 05:30 PM**  **Onwards** |
| Presentation | **02nd November 2019 at 11:30 AM**  **Onwards** |
| Opening of Financial Bid | **04th November 2019** |
| Document Cost | **Rs. 12500.00** |
| EMD | **Rs. 75,000.00** |

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**Abstract**

* Disclaimer
* Instruction to Bidders
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* Annexure -V–Standard format of Consultancy Agreement
* 1.3.12 any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated below.
* Address: Chief Executive Officer, Jabalpur Smart City Limited, Jabalpur

Manas Bhawan Wright Town, Jabalpur 482001

* Tel: 7611136800
* Email: ceojscl@mpurban.gov.in

**DISCLAIMER**

The information contained in this REQUEST FOR PROPOSAL document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Jabalpur Smart City Limited (“JSCL”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by JSCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by JSCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for JSCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is 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. JSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

JSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that JSCL is bound to select a Bidder or to appoint the Preferred Bidder or Successful Bidder, as the case may be, for the Project and JSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

**I. INTRODUCTION**

**Marble Rock Run – 2019 (Half Marathon)**

**1.1 PURPOSE**

The purpose of this document is to select the services of a professional firm to provide professional services related to the production of a marathon and associated events. Jabalpur Smart City Limited intends to make a single contract award to the most responsive and responsible firm earning the highest score. This procurement is open to all eligible firms and/or individuals that meet the qualification requirements, including commercial businesses, nonprofit organizations, state or public universities (including auxiliary organizations) and other entities. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the City.

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, methodology, timelines, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor’s approach meets the desired requirements and needs of the City.

**1.2 Background**

The event is truly a hybrid – the warmth and feel of a welcoming local experience combined with the high competitive standards expected by seasoned runners. The race has recently been featured in several national publications and enjoys an excellent reputation.

As currently configured, the Marble Rock Run Half-Marathon consists of a 21 Km Half Marathon, a 11Km & a 5Km Fun Run. Future events may include these same events, or may consist of a different mix of events as determined by the JSCL. Historically, all race events occur on the same day preceded by an Expo the previous two day. As a community owned event, volunteers (approximately 800 in 2019) have formed a large part of the race support team. Revenue for the event comes from a combination of registration fees, sponsorships, in-kind donations, grants.

**1.3 Brief Description of Bidding Process**

**1.3.1 ELIGIBILITY CRITERIA**

**1.3.1.1. Technical Proposal**

**Technical Capacity**: For demonstrating technical capacity and experience:-

(a) The bidder may be a Company, partnership firm, LLP or any other legal entity incorporated in India. (Submit registration certificate)

(b) The bidder should have own working office in Madhya Pradesh;

(c) The bidder should have successfully rendered services / or successfully handled events in any central Government / state Government/ULB/PSU should submit copy of work orders of arranging such events in the past 3 years aggregating not less than 50 lakh;

(d)Agency / Bidder have to submit GST, PAN, and Certificates.

(e) Should have executed minimum one Marathon and Two other sports events.

**Financial Capacity**: For demonstrating financial capacity, the bidder shall have:-

(a) Average Annual Financial turnover during the last 3 consecutive financial years i.e. 2015-16, 2016-17, 2017-18 should be at least Rs.1.00 Crores; (Submit Audit Balance Sheet/CA Certificate)

**1.3.2. BID SECURITY /EARNEST MONEY DEPOSIT (EMD)**

The Bidder shall furnish along with its Bid, Bid Security for an amount of **Rs. 75,000.00 (INR Seventy Five Thousand** only.

* 1. The Bid Security is required to protect JSCL against the risk of the Bidder’s unwarranted conduct as amplified under sub-clause 8.8 below. Non-submission of bid security will be considered as major deviation. Bid for the event without Bid Security will not be considered.
  2. Bid security must be submitted to JSCL before bid submission end date and time as mentioned in the Bid Schedule in clause 4above.
  3. In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as un- responsive and shall be summarily ignored without any further reference.
  4. The Bid Security shall be furnished in one of the following forms:
     1. Account Payee Demand Draft
     2. Banker’s cheque
     3. Fixed Deposit(FDR)
     4. Bank Guarantee from any of the Commercial Banks/ Nationalize Bank.
  5. Demand Draft/Bankers Cheque /FDR/BG from scheduled commercial bank drawn in favour of “Executive Director Jabalpur Smart City Limited” payable at Jabalpur are deposited in the office of Jabalpur Smart City Limited, Manas Bhawan Wright Town Jabalpur on or before scheduled date given in this RFP.
  6. The Bid Security shall be valid for a period of 45 days (forty five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 10 of this RFP is 90 days, the Bid Security shall be valid for 135 days from the date of opening of Technical Bid.
  7. Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder’s Bid Security will be returned without any interest, after receipt of Security Deposit from that Bidder.
  8. The EMD can be forfeited if an agency:

1. Withdraws or amends or impairs or derogates its bid during the period of bid validity.
2. Fails to accept orders issued in its favour for execution, and / or violates the terms and conditions of the contract after submission of the bid.
3. Successfully gets selected, but fails to sign the contract within the stipulated time.
4. Without prejudice to other rights of JSCL, if it fails to furnish the required Performance Security within the specified period.

**1.3.3. BID VALIDITY**

* 1. The Bid shall remain valid for acceptance for a period of 90 days (ninety) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
  2. In exceptional cases, the Bidders may be requested by JSCL to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
  3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for JSCL, the Bid validity shall automatically be extended up to the next working day.

**1.3.4. SIGNING OF BID**

* 1. Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized (as mentioned in RFP for Empanelment of Event Management Agencies) to bind the Bidder to the contract.
  2. The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or over writing.

**1.3.5. CLARIFICATION OF BID**

* 1. Bidders requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with Chief Executive Officer , Jabalpur Smart City Limited at[ceojscl@mpurban.gov.in.](mailto:ceojscl@mpurban.gov.in.) JSCL will respond through mail to such request provided the same is received by JSCL not later than 4 (four) days prior to the prescribed original date of submission of bid;
  2. Any clarification issued by JSCL in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clauses(s) of the bid document.

## 1.3.6. SUBMISSION OFBIDS

The bids are to be submitted in two parts (Technical and Commercial) online only as per the instructions mentioned in the RFE for Empanelment of Event Management Agencies.

## 1.3.6. BIDOPENING

* 1. JSCL will open the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
  2. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for JSCL, the Bids will be opened at the appointed time and place on the next working day.
  3. Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them Letters of Authority from the corresponding Bidders.

## 1.3.7. BID EVALUATION

* 1. The bid evaluation shall be done in two parts with following weightage;
     1. **Technical Evaluation – Shall carry 80% of overall evaluation**
     2. **Commercial Evaluation – Shall carry 20% of overall evaluation**
  2. **Technical Evaluation**

A designated committee will evaluate the technical bids on the basis of submitted documents and creative presentation. The bidders are expected to prepare a creative presentation incorporating the fields mentioned in the below table. Technical Evaluation shall be carried out on the basis of the following;

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Particulars** | **Documents to be submitted/Instructions** | **Maximum**  **Marks** |
| 1 | **Work Plan and Methodology**   1. Innovative ideas – 5Marks 2. Methodology to be followed in execution of work – 5marks 3. Time Lines on Gantt Charts – 5 Marks 4. Technology to be used – 5Marks 5. Deployment Plan of Workforce – 5 Marks   f. Organizational Structure (whole Workforce-time period of deployment be mentioned for each functional area) – 5Marks | **PDF copies to be submitted online**   * Power-point Presentation to be prepared elaborating the proposed Work Plan and Methodology. * Presentation to include the points suggested in adjacent column. * Deployment Plan (as per Annexure - IV) to clearly indicate the quality, quantity, and timelines of engagement of Work force   with JSCL   * Bidders are advised to take into consideration Suggested Deadlines of various functions and Schedule as mentioned in Annexure – III for proposed event plan. | 30 Marks |
| 2 | **Evaluation of Workforce**  Experience in managing and planning events of “International/National repute/Sports Event” of the following key personnel (Marking Scheme: 2.5 Marks each for every event of International Repute and 1 Mark for each every event of National Repute/Sports Event);   1. Project & Operation head – Max. 5Marks 2. ACT Head 5Marks 3. Publicity & Marketing Head – Max. 5Marks | **PDF copies to be submitted online**   * CVs of key personnel (as mentioned in the adjacent column) to be deployed highlighting **only the relevant experience.** * The **capacity in which they worked** (designation) in the relevant events is to be mentioned specifically. | 15 Marks |
| 3 | **Branding, Communication, PR & Media Plan**   1. Pictorial presentation & Branding ideas / 3D walkthrough & execution plan – 8Marks 2. PR& Media Plan-8 Marks 3. Official Mascot for the Games – 5 Marks 4. Composite Logo for Marble Rock Run - 2019,   4 Marks | **PDF copies to be submitted online**   * 3D renders/pictures/graphics of proposed branding plan of Wright Town Stadium. * Power-point Presentation to be prepared elaborating the proposed Branding Plan. Presentation to include the points suggested in adjacent column. | 25 Marks |
| 4 | **Samples from previous events (Design and Quality)**   1. Medals – 2Marks 2. Souvenirs – 2Marks 3. Lapel Pins – 2Marks 4. Trophy – 2Marks 5. Display Shield – 2Marks 6. Branding elements – 2Marks 7. Various stationary items including invitation card - 3Marks | **PDF copies to be submitted online**   * High quality pictures of Samples of each of the items from previous events carried out by the Agency. * Physical Samples to be presented before the committee for evaluation at the time of Presentation. | 15 Marks |
| 5 | **Quality of proposed Legacy Plan**   1. Proposed Post Games Report/ Games Manual – 5Marks 2. Games Master Schedule incorporating all the activities of JSCL according to designated Functional Areas & Sample – 5 Marks | **PDF copies to be submitted online**   * Concept plans mentioning only the “headings” and flow of contents (which are to be included in final report). The idea is to understand the quality and comprehension of the proposed Legacy Plan. * Power-point Presentation to beprepared | 15 Marks |
|  | c. Sample Photo Books/Coffee Table Books/ Collage/Documentary etc. – 5 Marks | Elaborating the proposed Legacy Plan. Presentation to include the points suggested in adjacent column. |  |
|  | **Total** |  | **100 Marks** |

The bidders scoring 60 Marks or above shall qualify for opening of financial bids.

* 1. **Commercial Score**

The Price Bids shall be opened and evaluated in second stage, where marks shall be assigned to the competing bidders according to the following;

1. L1 shall be given Maximum Marks (i.e. 100Marks).
2. Other bidders shall be assigned marks in comparison to the L1 as per to the following formula; ***Commercial Score = (Lowest Bid/ Bid Under Consideration) X100***
   1. **Final Score**

The final score shall be calculated as per the following formula;

### Final Score = (0.8 X Technical Score) + (0.2 X Commercial Score)

## 1.3.8. COMPARISON OF BIDS AND AWARDCRITERIA

* 1. Bids shall be evaluated on the basis of final score obtained as per clause11.
  2. The bidder who has obtained **highest Final Score shall** be awarded the Bid.

## 1.3.9. PERIOD OFCONTRACT

* 1. JSCL shall award Contract to the highest scoring bidder for providing services of conceptualizing, planning, designing, coordinating and managing Marble Rock Run (Half Marathon), 2019 in accordance with the scope of work mentioned in the RFP.

## 1.3.10. PERFORMANCE BANKGUARANTEE

* 1. The selected Bidder to whom the Letter of Acceptance (LOA) / Work Order (WO) is issued shall be required to give Fixed Deposit / Performance Bank Guarantee (“**PBG”**) for the amount equivalent to 10% of the LOA value. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank drawn in the name of “Executive Director Jabalpur Smart City Limited” payable at Jabalpur are deposited in the office of Jabalpur Smart City Limited, Manas Bhawan Wright Town Jabalpur on or before scheduled date given in this RFP.
  2. JSCL will have the right to invoke the PBG without assigning any reasons if the selected Agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders/work order and empanelment will be cancelled.
     1. Successful bidder shall be required to give PBG / Fixed Deposit within 07 days of issuance of LOA by JSCL. In the event of default in submission of PBG within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the LOA value per day delay subject to a maximum delay of 7 (seven) days. If delay continues beyond 7 (seven) days, JSCL shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.
     2. The PBG should remain valid for an additional period of 90 (ninety) days beyond the timelines mentioned in the LOA. For example, if the timelines mentioned to complete a deliverable in the LOA is for 3 months, the PBG shall be valid till 3 months + 90 days from the date of project initiation.
     3. In the event wherein a LOA is released by JSCL for project renewal or a fresh LOA is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the LOA. Penalty as per clause13.2
        1. Shall be applicable in the event of default in timely submission of PBG.
  3. PBG / Fixed Deposit have to be made in form of Bank Guarantee equal to 10% of LOA value.

## 1.3.11. TERMS OFPAYMENT

## TERMS OF PAYMENT

* 1. The payments shall be made in instalments as under:
     1. **Phase I – Advance Payment: 20% of the contract value** will be made within 10 days after signing of the contract. This Advance Payment shall be adjusted against the FA wise Invoices/bills raised by the successful Bidder.
     2. **Phase II – 70% payment** against work shall be made after adjustment of 20% advance payment (as mentioned in Phase I), according to the FA wise invoices/bills raised (as per actuals) subject to verification of Successful Completion (in terms of quantity, quality and timeline) from designated officers and FA Heads**.**
  2. **Phase III – Final Payment: 10% of the contract value** will be made after acceptance of all documentation and reports of the Event
  3. **EMA to submit Bank Guarantee of equal amount for release of advance payment as per standards mentioned in General Financial Rules 2017 (GFR) issued by Ministry of Finance.** This Bank Guarantee shall be returned after the whole amount is adjusted after settlement of Invoices.
  4. **Final Billing will be done on actual orders placed.**
  5. EMA has to ensure that any additional work done by the EMA has to be approved by the JSCL Secretariat in writing; otherwise it will not be considered for payments.
  6. All billed items are to be signed off by respective Officer Incharge from JSCL regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists signed off by Competent Authority).

**1.3.12. PENALTYCLAUSE**

* 1. During the term of the Contract, JSCL at its sole discretion will assess the EMA’s performance periodically regarding fulfilment of its obligations. It is contemplated that this assessment of the EMA’s performance shall be based on the following factors:
     1. Timely delivery of the Services;
     2. Standard of quality of Services;
     3. Quantity of the items as per the RFP.
  2. If, upon assessment by JSCL, the performance of the Agency is not found satisfactory on above mentioned factors, the following penalty shall be levied upon the EMA:
     1. If the EMA, having been notified, fails to timely deliver goods/services in accordance with the delivery schedule, JSCL may proceed to take such remedial action(s) including award of work to any other Agency, as deemed fit by JSCL at the risk and expense of the EMA and without prejudice to other contractual rights and remedies which JSCL may have against the EMA. Any delay by the bidder in the performance of its obligation, shall attract penalty at the rate of 3% of the value of particular work per day to a maximum of 30% of the value of relevant portion of Work Order. In case maximum penalty is levied, the firm may be blacklisted for a period of three years.
     2. In case the default in quality of goods/services is found, the designated committee of JSCL will assess the actual value of the goods/services supplied and payments will be made based on this assessment. Over and above, JSCL reserves the right to levy penalty ranging from 10% to 30% of relevant portion of Work Order for the particular work, as decided by the designated committee of JSCL. In case maximum penalty is levied, the firm may be blacklisted for a period of three years.
     3. If quantity of promised goods/services is found less than specified in Work Order, payments will be made on actual basis. Over and above, JSCL reserves the right to levy penalty ranging from 10% to 30% of relevant portion of Work Order for the particular work, as decided by the designated committee of JSCL. In case maximum penalty is levied, the firm may be blacklisted for a period of three years.
  3. Any failure by EMA in maintaining its contractual obligations shall render EMA liable to any or all of the following sanctions:-
     1. **Imposition of Damages as per Clause 17.2above,**
     2. **Forfeiture of its Performance Security**
     3. **Termination of the Contract for default and**
     4. **Termination of Empanelment.**

**Annexure I**| - SUPPORT TO BE PROVIDED BY JSCL

JSCL will provide the following support to the EMA at no additional cost:

* JSCL will be responsible for procuring the venue for the Event. JSCL shall provide the access to the venue as may be required by the EMA for performing its services.
* JSCL will procure all necessary governmental and/or regulatory approvals and licenses for the conduct and implementation of the Event will extend assistance to the EMA to procure all licenses required to perform services.
* JSCL shall set-up a dedicated team of 4 (four) individuals, who shall liaise with the successful Bidder in relation to the Event.

Any approvals sought by the EMA in the course of its services shall not be unreasonably withheld or delayed, and any grant or rejection of such request for approval shall be communicated in writing forthwith to the EMA with reasons thereof.

**Section – 2**

**INSTRUCTIONS TO BIDDERS (ITB)**

**2.1. GENERAL**

# 1 SCOPE OF BID: - The detailed description of work, hereinafter referred as ‘work’ is given in the bid data sheet.

1. **GENERAL QUALITY OF WORK:-** The work shall have to be executed in accordance with the technical specifications specified in the Bid Data sheet, and shall have to meet high standards of workmanship, safety and security of workmen and works.
2. **PROCEDURE FOR PARTICIPATION IN E- TENDERING:-** The procedure for participation in e-tendering is as per Standard Practice.
3. **ONE BID PER BIDDER**
   1. The bidder can be an individual entity.
   2. No bidder shall be entitled to submit more than one bid. If he does so, all bids wherein the bidder has participated shall stand disqualified
4. **COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the Government.

**2.2. BID DOCUMENTS**

**(i) CONTENT OF BID DOCUMENTS:**

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, Bid Data Sheet with all Annexure
3. Schedule of Work
4. Letter of Acceptance
5. Agreement, and
6. Any other document(s), as specified

**(ii)** The bidder is expected to examine carefully all instructions, conditions of contract, terms and specifications, bill of quantities and forms in the bid document, Bidder shall be solely responsible for his failure to do so.

**(iii) AMENDMENT OF BID DOCUMENTS:**

* 1. Before the deadline for submission of bids, the Employer may amend or modify the bid document by publication of the same on the website.
  2. All amendments shall form part of the Bid Document.
  3. The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

**2.3. PREPARATION OF BID**

**(i)**The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-tenders after signing of the same by the Digital Signature of their authorized representative.

**(ii)DOCUMENTS COMPRISING THE BID:**

The bid submitted online by the bidder shall be in the following parts:

Part1- This shall be known as online Envelop A and would apply for all bids. Online Envelop A shall contain the following as per details given in the bid data sheet:

1. Registration number or proof of application for registration and organizational details in the format given in the bid data sheet.
2. Payment of the cost of Bid Document.
3. Earnest Money (Copy of Online submission) : and
4. An Affidavit Duly Notarized.

**Part 2 –** This shall be known as Online **Envelope B** and required to be submitted only in work where pre-qualification conditions are stipulated in the Bid Data Sheet. Online **envelop B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfilment of pre-qualification conditions.

**Part 3-** This shall be known as online **Envelope C** and would apply to all bids. Envelop C shall contain financial offer in the prescribed format enclosed with the Bid Data Sheet.

**(iii) LANGUAGE:** The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

**2.4 TECHNICAL PROPOSAL:**

12.1 Only, in case of bids with pre-qualification conditions defined in the Bid Data Sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.

12.2. All the documents/ information enclosed with the Technical Proposal should be self-attested and certified by the bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document/information are found false/fake/untrue before acceptance of bid. If it is found after acceptance of the bid, the bid sanctioning authority may at his discretion forfeit his performance security / guarantee, security deposit, enlistment deposit and take any other suitable action.

**2.5 FINANCIAL BID:**

* 1. The bidder shall have to quote rates in format referred in Bid Data Sheet item wise.
  2. The bidder shall have to quote rates inclusive of all duties, royalties, levies and taxes except Goods and Services Tax (GST). The amount of applicable GST will be paid separately to the Contractor with each bill at the time of payment. The employer shall not be liable for any duties, taxes (except GST) royalties and levies.

**2.6 PERIOD OF VALIDITY OF BIDS:**

The bids shall remain valid for a period specified in the Bid Data Sheet after the date of **“close for biding”** as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.

**2.7 EARNEST MONEY DEPOSIT (EMD)**

* 1. The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
  2. The EMD shall be paid as prescribed in the Bid Data Sheet.
  3. Bid not accompanied by EMD shall be liable for rejection as non-responsive.
  4. Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money.

**2.8 SUBMISSION OF BID**

The bidder is required to submit online bid duly signed digitally, and envelop “A” in physical form also at the place prescribed in the Bid Data Sheet.

**2.9 OPENING AND EVALUATION OF BID**

**1. PROCEDURE:**

* 1. Envelop “A” shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop “A” does not contain all requisite documents, such bid shall be treated as non-responsive , and envelop B and / or C of such bid shall not be opened.
  2. Wherever Envelop ‘B’ (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the envelop ‘B’ envelop ‘C’ (financial bid) of bidders who are not qualified in Technical Bid (Envelop ‘B’) shall not be opened.
  3. Envelop ‘C’ (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop ‘c’
  4. After opening Envelop ‘C’ all responsive bids shall be compared to determine the lowest evaluated bid.
  5. JSCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
  6. JSCL reserves the right of accepting the bid for the whole work or for a distinct part of it.

**2.10 AWARD OF CONTRACT**

1. **AWARD OF CONTRACT:**

The Employer shall notify the successful bidder by issuing a ‘Letter of Acceptance’ (LOA) that his bid has been accepted.

**(ii). PERFORMANCE SECURITY**

19.1 Prior to singing of the contract the bidder to whom LOA has been issued shall have to furnish performance security of the amount in the form and for the duration, etc. as specified in the Bid Data Sheet.

19.2 Additional performance security, if applicable, is mentioned in the Bid data sheet and shall be in the form and for the duration, etc. similar to Performance Security.

**(iii). SIGNING OF CONTRACT AGREEMENT:**

20.1 The successful bidder shall have to furnish Performance Security and Additional Performance Security, if any, and sign the contract agreement within 7 days of issue of LOA

21.2 In the event of failure of the successful bidder to submit Performance Security and Additional Performance Security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking any other action against the bidder.

**2.11 GENERAL CONDITONS OF TENDER**

The Bidder is required to submit written confirmation of his/her acceptance of the Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. successful bidder in the Contract) as selected by the Purchaser **JSCL, JABALPUR**. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date and period of the Contract:** The contract shall come into effect on the date mentioned in this behalf in Award of contract and shall remain valid for one year or until the completion of the obligations of the parties under the contract whichever is later. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. The contract shall initially be effective for a period of one year, extendable to further one year, subject to satisfactory performance of the Firm/Agency (successful bidder).

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The provisions of “Arbitration and Conciliation Act 1996”shall be applicable. Place of arbitration will be Jabalpur.

**4. Penalty for use of Undue influence:** The Firm/Agency (successful bidder) undertakes that he/she has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of JSCL, JABALPUR or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Firm/Agency (successful bidder) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm/Agency (successful bidder)) or the commission of any offers by the Firm/Agency (successful bidder) or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the JSCL, JABALPUR to cancel the contract and all or any other contracts with the Firm/Agency (successful bidder) and recover from the Firm/Agency (successful bidder) the amount of any loss arising from such cancellation. A decision of the JSCL, JABALPUR or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Firm/Agency (successful bidder). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Firm/Agency (successful bidder) towards any officer/employee of the JSCL, JABALPUR or to any other person in a position to influence any officer/employee of the JSCL, JABALPUR for showing any favour in relation to this or any other contract, shall render the Firm/Agency (successful bidder) to such liability/ penalty as the Purchaser JSCL, JABALPUR may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the JSCL, JABALPUR.

5. **Agents / Firm / Agency Commission:-** The Firm/Agency (successful bidder) shall confirm and declare to the JSCL, JABALPUR that the Firm/Agency (successful bidder) is the original Service provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Firm/Agency (successful bidder); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Firm / Agency (successful bidder) agrees that if it is established at any time to the satisfaction of JSCL, JABALPUR that the present declaration is in any way incorrect or if at a later stage it is discovered by the JSCL, JABALPUR, that the Firm/Agency (successful bidder) has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Firm/Agency (successful bidder) will be liable to refund that amount to the JSCL, JABALPUR. The Firm/Agency (successful bidder) will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. JSCL, JABALPUR will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Firm/Agency (successful bidder) who shall in such an event be liable to refund all payments made by the JSCL, JABALPUR in terms of Contract.

6. **Access to Books of Accounts:-** In case it is found to the satisfaction of the JSCL, JABALPUR that the Firm/Agency (successful bidder) has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Firm/Agency Commission and penalty for use of undue influence, the Firm/Agency (successful bidder), on a specific request of the JSCL, JABALPUR, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-disclosure of Contract documents:-** Except with the written consent of the JSCL, JABALPUR, Firm/Agency (successful bidder), and other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:-** In the event of the Firm/Agency (successful bidder)'s failure to submit the Bonds, Guarantees and Documents, supply the services and conduct trials, installation of equipment, training, etc as specified in this contract, the JSCL, JABALPUR may, at his discretion, withhold any payment until the completion of the individual contract. The JSCL, JABALPUR may also deduct from the FIRM / AGENCY (SUCCESSFUL BIDDER) as agreed, liquidated damages to the sum of 1% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of total contract value. The LD cannot exceed the amount stipulated in the contract.

1. **Termination of Contract:-JSCL, JABALPUR** shall have the right to terminate respective contract in part or in full in any of the following cases with one month notice in advance to any of two service providers:-

(a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than one week after the scheduled date of delivery.

1. The Firm/Agency (successful bidder) is declared bankrupt or becomes insolvent.

(c) The delivery of material / services is delayed due to causes of Force Majeure by more than two weeks provided Force Majeure clause is included in contract.

(d) JSCL, JABALPUR has noticed that the Firm/Agency successful bidder) has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

(f) The JSCL, JABALPUR is not satisfied with the performance of the Firm/Agency (successful bidders) or Firm/Agency (successful bidder) loses eligibility as stipulated in Section III or violation of the any of the terms and conditions of the contract.

10. **Notices:** Either party may serve a prior notice of not less than 90 days for termination of the contract. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail/email/speed post, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Firm/Agency (successful bidder) has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The Firm/Agency (successful bidder) shall indemnify JSCL, JABALPUR against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Firm/Agency (successful bidder) shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which explicitly states to amend the present Contract.

14. **Taxes and Duties** – The. Taxes are payable as per govt. norms.

15. **Performance Guarantee:** The Firm/Agency (Successful Bidder) will be required to furnish a Performance Bank Guarantee by way of Bank Guarantee through a scheduled bank for a sum equal to 05 % of the Contract value within 30 days of award of the contract valid for a period of 60 days beyond period of contract.

16. **Option Clause (where applicable):** (JSCL, JABALPUR) shall reserve the right to increase or decrease the services of original contracted quantity as per the actual requirement.

17. **Payment Terms –** Payment for providing Vehicles will be made on satisfactory performance upon completion of a calendar month on agreed price basis of the accepted bid price on submission of Bill/Invoice by successful bidder. It will be mandatory for the Successful Bidder to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS / NEFT mechanism instead of payment through cheque, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

1. The payment to the service provider shall be made as per actual and not exceeding quoted price (supported by ECS statement duly verified by bank official).
2. The Firm/Agency (successful bidder) shall raise bill for the services provided for a calendar month within seven working days of succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount shall be released by due date.

c) Bill should be submitted to the Administration Department of JSCL, JABALPUR

d) Payment from JSCL, JABALPUR shall be made by electronic fund transfer to the Firm /Agency’s account by NEFT or RTGS for which purpose Firm/Agency is required to submit their complete bank details.

e) Penalty would be in terms of part of the payment, which would be deducted and reflected in the respective month’s payment.

f) A certificate should be submitted regarding payment of all the taxes to the concerned authorities.

18. **Paying Authority:** JSCL, JABALPUR. The payment of bills will be made on submission of the following documents, whichever applicable, by the Firm/Agency (successful bidder) to the Paying Authority along with the bill:-

i. Ink-signed copy of Commercial invoice/bill of Agency (successful bidder).

ii. Details for electronic payment viz Account holder’s name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).

iii. Any other document / certificate that may be provided for in the contract.

**ANNEXURE – II- (Scope of Work, Deliverables, Payment Schedule)**

The Event Management Agency will be required to provide the following services:

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| S.  No. | Functional Area | Scope of Services |
| 1 | Design Agency | * To design all collaterals and brandings in English, Hindi as defined by CEO JSCL. * Indicative list is as follows:   + Composite logo (original Marble Rock Run Logo & previous year’s designs for look n feel of the event will be provided by JSCL, EMA to build upon and enhance the same)   + Designing of Official Mascot for the Event   + Invitations / Registration Forms (Individual / Bulk)   + Stationary   + Posters   + Hoardings   + Flyers   + Leaflets   + Newspaper advertisements   + Accreditation template   + In stadium Branding   + Drop-downs   + Building brandings   + Bus Branding   + Equipment Branding   + Running Board Branding   + LED Branding content   + TSR Templates   + E-Fixtures   + Any other design requirement related to Event * Audio Visual (AV) of duration 3 Minutes for   + Volunteer Manual   + Accreditation Manual   + Any other as required * To ensure that all marketing communication, adverts, collateral & Templates will carry JSCL marks, all logos of Sponsors in the event. * Design to be vibrant, colourful and inspirational in visual design reflecting event colour scheme. * All designs to be approved by JSCL. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 2 | Accreditation | * Data entry for offline forms (approx.15000). * Accreditation Zoning to be planned and implemented by EMA within 07 days from the award of work (to be approved by JSCL) * Accreditation to be printed in High Quality Laser Print * Accreditation list to be provided by JSCL * Time-bound planning of Printing, Checking, segregation, Inventory Management & distribution of Accreditations * Handover of all excess, if any Accreditation to JSCL post event. |

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|  |  | * Technical Specification of Bibs   + Material: Bibs   + Size: A6 size (105 x 148 mm or 4.1 x 5.8inches)   + Design and logo will be provided once tender is awarded   + Timing Bibs for 11K and 21 K runners * Design and logo will be provided to the successful bidder once the Bid is awarded * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 3 | Invitations/ Registrations | * Aid & assist the Functional Area Head in creating a list of dignitaries & VIPs to be invited with addresses, their segregation as per instructions provided by JSCL * Provide the design options for approval from JSCL * Printing of Invitations for VIPs, Dignitaries, Schools, Colleges & State Delegates * Distribution of Invitations via courier (if required). * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 4 | Stationary & Collaterals | * Provide the design options for approval from JSCL * Printing of Stationary and Collaterals * Inventory Management &Distribution * Handover of all excess Stationary to JSCL * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 5 | Sports Presentation | * Procurement of the authorized quantities of the items listed below;   + Medals for 05 K , 11 K , 21 K.   + Lanyards   + Winners Plaque   + Winner Certificates   + Participation Certificates to all relevant stakeholders   + Limited Edition A4 & A5 Plaque for dignitaries * Samples of each of the above items to be provided taking references from Marble Rock Run (samples available with JSCL for reference purpose). * Quality Check of the Inventory * Inventory Management * Distribution of Kits to Participants at the Expo(Approx. 20000 Participants) * Complete Sports Presentation Ceremonies including Medal Ceremonies (podium with proper branding, Ushers, Back drop, MC, tray etc) and Games Conclusion Ceremony (Two Stages with Backdrops, VVIP facilitation, Dias, Confetti Blasts etc.) wherein distribution of the Overall Medals will take place. * Handover of any excess back to JSCL * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |

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| 6 | Spectator Engagement | * **MC:** Include spectator engagement activities including Master of Ceremonies (Emcee) as per the schedule who has the following relevant skills &experience: * Comfortable with conversations in English, Hindi can engage with the audience through conversations, games to maximize spectator interest for the event. * Provide at least 3 options of such anemcee * Experience to include hosting 2 large scale sporting events which require mass engagement such as Marathons. * It is required that the designated EMA to come in and meet with JSCL to discuss the plan of engagement & to discuss their relevant experience. This plan to include Youth focused activities. * **DJ** : Ensure experienced Disc Jockey (Deejay) as per the schedule with at least 5 years of experience with mixing music & curating playlists * Relevant playlist including but not limited to inspiring music, Swachh Bharat Mission. * Ability to play relevant music during prize distribution/ presentation ceremony * Ability to create an inspired playlist to engage with the youth and athletes during the Marathon. * Replay/LED screens to be strategically located. * Relevant PA & Sound systems to be hired, installed and made operational where required as per JSCL. * Ensure important announcements are made periodically. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 7 | Hardware Support | * EMA shall install ICT equipment in the venue(s) for the event. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 8 | Media Operations | * Appoint a press coordinator within seven days from award of work to integrate all stakeholder press & PR initiatives; Local tie up preferable for adequate coverage in local press, assisting accreditation of media persons. * Marble Rock Run – making sport accessible to all, providing a platform for sporting excellence, creating an environment for sport to thrive in an international level, Talent acquisition & grooming” is the focus of all coverage disseminating around the event. * Cross-promotion of the JSCL Social Media tags with the Press Coverage. * Sharing the Press Releases as per requirements of the JSCL Initiative, especially sending stories of local heroes to various vernacular presses across the country (Total at least 05 such stories) before, during & immediate after the game. * Create and disseminate a timeline of sub-events effective 2nd or 3rd Week of Nov 2019 through the games and post event coverage which includes;   1. Exclusive news worthy interviews,   2. Inspirational stories   3. Behind the scenes   4. People on top – their vision and thoughts   5. The story so far   6. Social impact reports * All content needs to be cleared with the Marketing & communications Function of JSCL or Marble Rock Run Initiative to share a focused messaging. * Ensure any and all negative areas (if any) are identified and notified to all |
|  |  | Stakeholders at the earliest.   * Ensure any and all negative press reports are handled swiftly with corrective action reports. * Ensure daily press releases to maximize participation in national & region aldailies, magazines and digital media. * Press briefing will be done by JSCL * All such events need to be notified and cleared with the JSCL at the time of presentation. * Ensure that sufficient media space is allocated to include editorial, advertorial and advertisement content for the event. The intent is to cover the event vision, its build- up by leveraging the quality of action and highlighting the heroes/ records of various disciplines. * Collated weekly report of coverage to be provided effective 1st week of Nov 2019, increasing the frequency to daily reports during the Registration Period. This data should include coverage on the Race until 2 months post the event as well. * EMA will be required to put in infrastructure for Press Conferences to be conducted from time to time. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 9 | Venue Catering/ Refreshment to Runners  Medical Stall/ Aid Station Should put at Every 1 Km.  Refreshment to be provide to the Participant after Race | * EMA has to ensure arrangements to cater to the VVIP’s, VIP’s & Media personnel * There will be a stalls / aid station and event venue, where refreshment or food packets to be distributed to all participants. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. |
| 10 | Sports Kit Distribution/ Expo Day | * EMA will procure the Sports Kits designed for Athletes, Officials , volunteers and other stakeholders * Expo Will be held 3-4 days prior marathon. * EMA to ensure;   + Co-ordinate with JSCL for sizes of participants & work out as per requirement.   + Co-ordinate procurement of the Order & Delivery with the assigned vendor   + Confirm Quality Check of the Kits received.   + Confirm Receipt, Inventory, segregation and Issue of these kits.   + Co-ordinate with JSCL Team to develop & execute Kit Distribution Time- table, plan & and Verification process (taking signoff from state representatives & other relevant stake holders (officials, volunteers, other officials etc) to validate the delivery to relevant participants and other stakeholders.   + Hand-over of any excess to Post Marathon. |
|  |  | * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 11 | Volunteers Operations | * Volunteers will go to the field to ensure maximum registration for participations and they will be recruited & provided to the JSCL * Training venue, Logistics and Catering to the volunteers will be provided by the EMA * Content for Training Manuals for the Volunteers to be finalized by EMA based on previous year manuals & inputs from JSCL Officials & other stake holders, subject to approval from JSCL * EMA to scope for their Briefing, Training, Deployment, Rostering Schedule, Distribution of Uniforms & Reporting Process. * End-to-end Management of the following functions related to Volunteers Operations:   + Deployment, general command and Management Supervision.   + Daily attendance sheets   + Collation of bank account details and filling up of DBT forms   + To work out and calculate total payments to each volunteer   + Confirmation from Volunteers of the receipt of payment. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 12 | Venue Branding | * Design for entire Stadium * Design for 05k , 11k and 21k route at the time of Race Day. * All creative templates and designs for branding elements are to be approved in advance by JSCL. * Post final approvals of the branding elements, all approved branding structures, mockups and templates need to be collated into a program manual for usage by all partners of JSCL * Venue directional signage shall start from 1Km radius (all approach roads) to the venue and branding at Marathon Route. * The venue entry and exit gate/arch start & finish point should be placed/branded at all sporting venues for all sport as specified by JSCL * All entry points to the stadium should have adequate branding for the events, seating arrangements and other specific areas e.g. Police post, medical room, press conference area, Catering lounges, race arena, mixed zones, Selfie Points or any other area identified. * The runner entry should be aesthetically and thematically designed with colour theme approved by the JSCL * Event logo to appear with the host broadcaster credit and event /sponsors logos as a standard template. The creative designs for such structures will be approved by JSCL. * All FOPs should have appropriate FOP branding like other international sports event. * All collaterals and stationary as per the approved event designs shall be developed by the EMA. * The Vinyl requirements include but are not limited to branding space on buses, outside of the Stadia and any other space as may be required. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |

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| 13 | Operations Before Marathon | Work-force of 20 personnel / volunteers to be provided to JSCL within 7 days of issue of Work Order till end of Event to facilitate the following:   * Registration from all / All Justification/ School/ Colleges etc. . * Arrange athlete changing room and other athlete related spaces are made available for athlete. * Ensure timely start and conclusion of the event. * Proper platform for athletes to appeal and address their concerns. * Allocation of proper FOP for all the events. * Ensure medical requirements are in place before start of the games. * Qualities of such candidates: * Core competence in sports, communication skill & working experience of computer. * Distribution of Kits to tech officials * Management of logistics of tech officials * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 15 | Coordination with govt. Bodies / Officials | Work-force of 05 personnel to be provided within 07 days of issue of Work Order till end of Event to facilitate the following:   * To work as event Coordinators and Liaison Officers * Ensure timely participants registration from all departments. * Responsible for end to end coordination with all Participants. * Single point of contact for all issues with regards to the participants. To act as single point of contact for each participants to escalate various issues (if any). * To maintain the itinerary of contingents in detail and in real time. Ensure to take travel plan & coordinate with transport & accommodation team to ensure proper arrangement. * To coordinate with CEO to ensure smooth operations and transition from arrival till departure. Assist in distribution of Kit. |
|  |  | * To address and route the grievances of the contingent through proper channel. * The personnel will also take up the job of management of Accommodation, Catering and Transport (ACT) Functional Areas for the following;   + Identification of requirements   + Menu Sampling   + Coordination and deployment in real time   + Setting up of helpdesks   + Assist in check-in and check-out * Qualities of such candidates:   + Good communication skill & working experience of computer. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 16 | Post-Game Operations | * Preparation and submission of Legacy Reports (i.e. Post Games Reports, Picture Books, Games Master Schedule, and other items as committed by the bidder in presentation) * Personnel (4 nos.) are to be shifted to the JSCL Office at Jabalpur to undertake a host of post-games activities. The requirements are as follows:   O Qualifications:  Master’s degree in relevant subject or technical qualifications like B. Tech., MBA  **OR**  Graduate with atleast 1 Year of experience in Sports/ Government of India   * Age Limit: There is an upper age limit of 35Years * General Qualities:   + Good Knowledge of Computer- Windows and Microsoft office application especially Ms. Excel, Ms Word.   + Good knowledge of Tally Accounting Package for Manager (Finance) and Manager (Accounts).   + Confident, self driven and a team player.   + Ability to read, write and speak in English and Hindi * These personnel are expected to aid and assist their assigned Officer/G.M/Sr. managers/ Manager in ensuring   + All vendor closures ,payments   + Creation of Legacy Report, production of post-game presentations   + Any other game related activities including co-ordination with Colleges, Schools, Athletes, universities &other stakeholders. * The term of this engagement shall be for 6 months which may be renewed for subsequent period ( if required) * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II |
| 17 | Operations | * To ensure Smooth co-ordination & execution of event, all the Functional Areas are to be assisted by Subject Matter Experts (SMEs) of the Event Management Agency. * Records Management consisting of Delivery Receipts, Inventory Records, Movement of equipment/ Stationary/FFE, and any other item under the scope of work of EMA, to record all operations and activities with relevant photo/documentary evidence to ensure smooth vendor payments. * All planning by EMA is subject to approval of JSCL. * Reporting is an important aspect of Event Management. EMA is expected to create & maintain detailed reports for each functional area. This includes but is not limited to Production reports, Overlays Reporting, Branding Reports, Inventory reports, |
|  |  | Variance Analysis, Work-force Planning & Deployment & Legacy Reports, Photo- Books of the event.   * Preparation and implementation of Organization Chart with work-flow &detailed time-lines for delivery (Gantt Charts). * Aid & assistance in delivering services within the scope defined under each functional area * Supervision by Senior Management of EMA for overall functions and end-to-end coordination of the following Functional Areas (collectively called ACT) in respect of the participants. * Planning and Execution of;   + VIP Management Plan –Create & Collate a list of Dignitaries, Send out the invitations, follow up on arrival confirmation, Co-ordination to ensure travel & itinerary plans are accounted for, arrival, accommodation & transport as per stature of guest. Detailed VIP Movement Plan. Expected VIPs are appx. 200 during Marathon.   + Media Management Plan – Co-ordination with the Press Operations function of JSCL to ensure confirmation of the Media Plan, setup of required infrastructure for Press conference, provision of Accreditation to Press Ops function & Media movement plan through the venues   + Venue Management Plan   + Crowd management plan for the spectators at Stadium.   + Vehicle Movement & Management Plan within Stadium.   + Identify spaces for parking facilities at Stadium. * House-keeping and Cleanliness Briefing, Deployment, Management & Reporting Plan- House-keeping Staff will be recruited & provided to the JSCL by the EMA * JSCL will provide base shell space for the office premises at JSCL. All the basic setup including Furniture, Fixtures, Equipment, Internet connectivity or any other requirement to keep functional efficiencies shall be managed by the EMA for their own workforce. * To manage the basic setup including Furniture, Fixtures, Equipment, Internet connectivity or any other requirement to keep functional efficiencies except laptop/computers/stationary for JSCL work force. * EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. * Approximate requirement: as per Annexure II. |

* Opening Ceremony for the event included a Warm Session of Zumba Dance and Other Musical and Cultural Activities. The Successful bidder of this RFP shall cooperate with JSCL for conduct of Opening Ceremony.
* The EMA has to ensure that all intellectual property including but not limited to JSCL logo, Official Mascot, Creative, any work, brand name, trade name, service mark, and trademark etc., related to JSCL Youth Games 2019 shall belong to JSCL. In no event, the Event Management Agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in it's own name.
* To enable the Event Management Agency to render the services, JSCL will provide support to the EMA, as set out in Annexure -I.

**2. Deliverables& Payment terms:**

2.1 The selected Bidder shall submit work progress report / event completion report relating to the services / event completed, to JSCL providing inputs of target entities, participants details etc and the resultant impact of the PR activity undertaken by the Agency.

2.2The payments to the selected bidder shall be made due verification of the bills subject to the submission of the complete report and mentioned herein after satisfactory acceptance by JSCL. The payments will subject to 5% of Security deposit which will be released after the period of 3 months of the payment.

2.3 The bills are to be supported with the copy of payment proofs of various vendors. No payment will be processed is absence of the proofs of payments.

2.4 No advance will be provided. However if the same is required the same can be granted as secured advance subject to submission of BG / FD which will be in addition to the EMD & SD. Secured advance will attract simple interest of 12% PA which will be adjusted from the payment.

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ANNEXURE-III –Bid format and forms for Technical and Financial Proposal

**Letter of Proposal**

(*On Bidder’s letter head*)

To,

Chief Executive Officer

Jabalpur Smart City Limited

Jabalpur

Sub: “Empanelment of Event Management Agencyfor Conducting Half-Marathon for Jabalpur

Smart City Limited”.

Dear Sir,

With reference to your RFP dated , I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **“Event Management Agencyfor Conducting Half –Marathon for Jabalpur Smart City Limited”**. The proposal is unconditional and unqualified.

1.All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

2.I/We shall make available to JSCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

3.I/We acknowledge the right of JSCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4.I/We certify that in the last three years, we 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 us, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/We declare that:

a) I/We have examined and have no reservations to the RFP, including anyAddendum which may be issued by JSCL;

b)I/We do not have any conflict of interest in accordance with the terms set forth in this Proposal;

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 or mentioned in your RFP, in respect of any tender or request for proposal issued by or any agreement entered into with JSCL 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 your RFP and this Proposal, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6.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 Bidders in accordance with your RFP and this Proposal.

7.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 Assignment or which relates to a grave offence that outrages the moral sense of the community.

8.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.

9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

10.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 JSCL [and/ or the Government of India/Madhya Pradesh] in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Assignment.

11.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 for the Assignment is not awarded to me/us or our proposal is not opened or rejected.

12. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from theProposal Due Date specified in your RFP.

13.I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. 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 JSCL or in respect of any matter arising out of or concerning or relating to the selection process including the award of Assignment.

14.This Technical Proposal as submitted by us in Appendix-A hereto read with the Financial Proposal as submitted by us in Appendix-B hereto shall constitute the Application made in response to the RFP and shall be binding on us.

15.I/We agree and undertake to abide by all the terms and conditions of your RFP including all their annexure. In witness thereof, I/we submit this Proposal under and in accordance with the terms of your RFP.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

**Appendix-A of Letter of Proposal**

A. DETAILS OF THE BIDDER AND ITS TECHNICAL CAPABILITY

|  |  |  |  |
| --- | --- | --- | --- |
| DETAILS OF THE BIDDER | | | |
| 1.1 | Title of Assignment:  “Empanelment of Event Management Agency for Conducting Half-Marathon for  Jabalpur Smart City Limited | | |
| 1.2 | Details of Bidders:  1. (Details of incorporation)  2. (Registered/ Corporate/ Principal office address)  3. (Contact person and their details)  4. (Other details as may be necessary)  5. Details as per clause 1.4.5 of RFP | | |
| TECHNICAL CAPABILITY OF THE BIDDER (As specified in clause 1.5 of Annexure-III). | | | |
| Sr. No. | | Projects | Year |
| 1. | |  |  |
| 2. | |  |  |
| 3. | |  |  |
| 4. | |  |  |
| 5. | |  |  |

B. PROPOSED PLAN, WORK PLAN, APROACH AND METHODOLOGY

It shall be described as follows:

1. Understanding of Scope of Work

The Bidder shall clearly state its understanding of the Scope of Work and also highlight its important aspects. The Bidder may supplement various requirements of the Scope of Work and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the Scope of Work.

2. Work Plan, Approach & Methodology

The Bidder shall submit Proposal Concept, Work Plan, approach & methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the Scope of Work. The Bidder should specify how the key personnel and expertise is proposed to be utilized for this assignment through the respective tasks, roles and responsibilities.

C. ACTIVITY SCHEDULE

Agency should propose the activity schedule for carrying out the Assignment. Agency should list the activities, the key personnel responsible and proposed technical and support staff. In case the Sub-Agency is proposed, its activities proposed to be carried out by it shall be included along with the details.

Appendix- B

**FINANCIAL BID**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| S.no. | Element | | Details | | Size | Qty | | Unit | Rate |
| (A) |  | Venue Entry & Registration | | | | | | | |
|  |  | |  | |  |  | |  |  |
| 1 | Box branding panels with all side black back flex | | Black back flex branding outside venue on divider framed on iron frames | | 3x8 | 2 | | Per Square feet |  |
| 2 | Box entry gate with all side black back flex | | Heavy iron box gate with all side framed with black back flex as per the gate size of BCC | | 40x4 | 1 | | Per Square feet |  |
| 3 | Welcome & other Branding | | Black back flex branding walls framed on semi ply base frames | | 14x4 | 10 | | Per Square feet |  |
| (B) |  | Venue Hall - | | | | | | | |
|  |  | |  | |  |  |  | |  |
| 4 | Stage on Iron base | | Ply base stage with carpet & 4 steps | | 32x16x4 | 1 | Per square feet | |  |
| 5 | Stage skirting with black cloth | | Cloth framed on wooden | | 64x4 | 1 | Per square feet | |  |
| 6 | Media Stage in 2 levels | | Ply based stage with carpet, side cloth skirting & steps in 2 levels 3.5ft & 2.5ft | | 16x6 | 1 | Per square feet | |  |
| 7 | LED Platform from ground | | LED platform behind the stage | | 32x4x4 | 1 | Running per feet | |  |
| 8 | Roustorm | | Roustorms behind LED & branding to support | | 16x4 | 3 | Per Square feet | |  |
| 9 | Black back flex branding of LED Platform | | Black back flex branding framed on iron frame in front of LED platform | | 32x4 | 1 | Per Square feet | |  |
| 10 | LED Side wings with black back flex | | Black back flex branding framed on C shape iron frame | | 6x14 | 2 | Per Square feet | |  |
| 11 | Side wings with black back flex | | Black back flex branding framed on iron frame | | 6x14 | 2 | Per Square feet | |  |
| 12 | Side wing to stage side Connecting panels | | Black back flex branding framed on iron frame/wooden frame | | 10x14 | 2 | Per Square feet | |  |
| 13 | Stage side closing panels | | Black back flex branding framed on iron frame/wooden frame | | 20x18 | 2 | Per Square feet | |  |
| 14 | Podium with Branding | | Wooden white painted podium with 5mm forex branding | | 2x4 | 1 | Per Square feet | |  |
| 15 | Low height barricading | | Low height (3ft) barricading for hall | |  | 50 | Running per feet | |  |
| 16 | VIP chairs on stage | | VIP black leather chairs | |  | 10 | Per unit | |  |
| 17 | Plastic chair with cover | | for programme | |  | 100 | Per unit | |  |
| 18 | Leather sofa's | | Leather sofas | |  | 5 | Per unit | |  |
| 19 | Iron Table | | Tables with cover & frill for General purpose | |  | 20 | Per unit | |  |
| 20 | Console masking | | Thick cloth framed on C shape iron / wooden frame | |  | 1 | Per Square feet | |  |
| 21 | Samai& Lamp lighting kit with tray | |  | |  | 1 | Per unit | |  |
| 22 | Floral décor | | On stage border, tea pot, samai, backdrop & podium | | 50ft | 1 | Per Square feet | |  |
| 23 | Platform for LED | | Ply base stage with carpet | | 12x4x4 | 1 | Per Square feet | |  |
| 24 | Black masking behind LED | | Thick cloth framed on C shape iron / wooden frame | | 24x16 | 1 | Per Square feet | |  |
| 25 | Carpeting of exhibition hall | | Running square ft. | |  | 1 | Running per feet | |  |
| 26 | Stalls | | Octonorm stall (3 mtr x 3mtr) with 2 covered & frilled tables, 2 chair, 3 spot light, 1 power point (15 amp ), 1 dustbin & Facia Name | |  | 5 | Per stall | |  |
| 27 | Nursery | |  | |  | 5 | Per plant | |  |
| 28 | Designing & execution of smart city theme pavilion | |  | |  | 5 | Per square feet | |  |
| 29 | Pipe pandal complete | |  | |  | 5 | Per Square feet | |  |
| (C) |  | SOUND, LIGHT & AV | | | | | | | |
|  |  | |  | |  |  | |  |  |
| 30 | FOH Sound System | | 3 way JBL/ EAW line array hanged from top with base on ground ( 8+4) | |  | 1 | | Per unit |  |
| 31 | JBL Sound System | | 2 JBL SRX top | |  | 1 | | Per unit |  |
| 32 | Stage monitors | | JBL | |  | 4 | | Per unit |  |
| 33 | Podium Mikes | | Shure | |  | 1 | | Per unit |  |
| 34 | Lapel Mikes | |  | |  | 5 | | Per unit |  |
| 35 | Cordless Mikes | | Shure SM 58 | |  | 5 | | Per unit |  |
| 36 | Twin CD Player | | Denon / Pioneer | |  | 1 | | Per unit |  |
| 37 | Sound Equalizer | |  | |  | 1 | | Per unit |  |
| 38 | Track/Sound mixer | | 32 Channel- Sound craft/ Yahama | |  | 1 | | Per unit |  |
| 39 | Track /sound mixer | | 16 Channel | |  | 1 | | Per unit |  |
| 40 | Audio distribution box | | 24 Out | |  | 1 | | Per unit |  |
| 41 | Goal Post Truss | | for Lighting & sound (8oft) from top | |  | 1 | | Per unit |  |
| 42 | Par lights | | for stage lighting | |  | 40 | | Per unit |  |
| 43 | Profile lights | | for Podium | |  | 2 | | Per unit |  |
| 44 | LED Par lights | | for stage backdrop & stage | |  | 25 | | Per unit |  |
| 45 | Avolite Lighting Desk | |  | |  | 1 | | Per unit |  |
| 46 | T Stands | |  | |  | 2 | | Per unit |  |
| 47 | Dimmer packs | |  | |  | 3 | | Per unit |  |
| 48 | Power packs | |  | |  | 1 | | Per unit |  |
| 49 | LED wall | | P-3 mm wall | | 24x12 | 1 | | Per square feet |  |
| 50 | LED wall | | P-6 mm wall | | 12x10 | 2 | | Per square feet |  |
| 51 | LED wall | | P-7.62 mm wall | | 10x8 | 2 | | Per square feet |  |
| 52 | Watch out Server, Software and Processor | |  | |  | 2 | | each unit |  |
| 53 | 42 inch Plasma | | on floor stand for stage | |  | 6 | | each unit |  |
| 54 | Laptop | | For Presentations | |  | 2 | | each unit |  |
| 55 | Pointer & Clicker | | For Presentations | |  | 2 | | each unit |  |
| 56 | Visual Effects | |  | |  | 1 | | each unit |  |
| 57 | Switcher | | 10 channel | |  | 1 | | each unit |  |
| 58 | Mixer and Monitor | | For audio | |  | 1 | | each unit |  |
| 59 | Live mixing and editing unit with operator & technician | | with live relay | |  | 1 | | Per event |  |
| 60 | 125 KVA Generator | |  | |  | 1 | | Per event |  |
| 61 | 63 KVA Generator | |  | |  | 1 | | Per event |  |
| (D) |  | Manpower | | | | | | | |
| 62 | Security Guard | | Male/ female | |  | 10 | | Per person |  |
| 63 | Female Hostesses | | Female Hostesses | |  | 4 | | Per person |  |
| 64 | Volunteers | | Male Volunteers | |  | 10 | | Per person |  |
| 65 | Waiter | | For miscellaneous service | |  | 10 | | Per person |  |
| 66 | Anchor | | Male/ female | |  | 5 | | Per person |  |
| 67 | Promoter (Full Time) work assign by the JSCL | | Promoter should have graduate/diploma in Journalism or MCA/MBA having minimum 3 year experience with strong computer knowledge, fluency in English. | |  | 5 | | Per Month |  |
| (E) |  | Associated Expenses | | | | | | | |
| 68 | Videographer | | With digital HD camera | | 10 hrs |  | | Per Hour |  |
| 69 | Photography | | For event photography | |  | 200 | | Per photo |  |
| 70 | Designing | | For entire event | |  | 2 | | Per event |  |
| 71 | Exhibition photo | |  | |  | 5 | | Per square inch |  |
| (F) |  | Printing / Material List(Excluding Design ) | | | | | | | |
| 72 | Race Bib | |  | |  | 15000 | | Each |  |
| 73 | Goodie Bags | |  | |  | 20000 | | Each |  |
| 74 | Registration form Bulk | |  | | A-4 | 1000 | | Per sq inch |  |
| 75 | Registration form Individual | |  | | A-4 | 1000 | | Per sq inch |  |
| 76 | Poster Multicolour 170GSM | |  | | A-3 | 500 | | Per sq inch |  |
| 77 | Poster Sticker 130GSM | |  | | A-3 | 500 | | Per sq inch |  |
| 78 | Multicolour Brochure (A/4) 170 GSM | |  | | A4 2 page | 1000 | | Per sq inch |  |
| 79 | Multicolour Brochure lamination 170 GSM | |  | | A4 2Page | 1000 | | Per sq inch |  |
| 80 | Sticker multicolour 170 GSM | |  | | A-5 | 1000 | | Per sq inch |  |
| 81 | Race Bib with Timing Chip | |  | | A-5 | 5000 | | Each |  |
| 82 | Medals for 11 Km | |  | |  | 4000 | | Each |  |
| 83 | Medals for 11 Km | |  | |  | 14000 | | Each |  |
| 84 | Medals for 11 Km | |  | |  | 2000 | | Each |  |
| (G) |  | Advertisement | | | | | | | |
| 85 | Design for Hoardings, standees, newspaper, Magazine, pamphlets, Brochure, leaflets ,Booklet etc | |  | |  | 10 | | per design |  |
| 86 | Vocal advertisement creation for FM/Radio/Announcement etc. | | Local national social channel | | 30Sec | 2 | | Per second |  |
| 87 | Audio visual advertisement creation for local and National channel/social media/etc. | | Local national social channel | | 20 Sec | 2 | | Per second |  |
| 88 | Short Film | | Local national social channel including shooting script voice over edition , post production | |  | 2 | | Per minute |  |
| 89 | flex printing without frame with installation on site | |  | |  | 4000 Sqft | | Per square feet |  |
| 90 | Flex printing with frame including installation on site | |  | |  | 8000 Sqft | | Per square feet |  |
| 91 | Standees of various size made of Iron frame construction, flex fixing and installation on site(excluding design and printing of flex) | |  | |  | 3000 Sqft | | Per square feet |  |
| 92 | signboard Standees flex fixing and installation on site signboard with printing (excluding design) | |  | |  | 3000 Sqft | | Per square feet |  |
| 93 | glow sign board Standees construction, flex fixing and installation on site with printing (excluding design)) | |  | |  | 2000 Sqft | | Per square feet |  |
| 94 | Trans light Standees construction, flex fixing and installation on site with printing (excluding design) | |  | |  | 2000 Sqft | | Per square feet |  |
| 95 | Advertisement via Rickshaw / E Rickshaw with sound | |  | |  | 10 | | Per day |  |
| 96 | Advertisement through rickshaw / e rickshaw | |  | |  | 2 | | Per day |  |
| 97 | Person based advertisement | | Minimum 10 personal (ex natak dal/sangeet mandala) | |  | 2 | | Per day |  |
| 98 | Rally | | Minimum 200 person | |  | 1 | | Per day |  |
| 99 | Pedestrian advertisement | |  | |  | 10 | | Per day |  |
| 100 | Survey | |  | |  | 10 | | Per day |  |
| 101 | Street Show | |  | |  | 15 | | Per day |  |
| 102 | Ward meeting & Dialogue | |  | |  | 3 | | Per day |  |
| (H) |  | Vehicle Arrangement | | | | | | | |
| 103 | AC Taxi Ordinary (Indica, indigo, swift or equivalent) | | Minimum 80km with Fuel | |  | 2 | | Per day per KM |  |
| 104 | AC Taxi Luxury(Innova, Tavera, Honda City Or equivalent) | | Minimum 80km with Fuel | |  | 2 | | Per day per KM |  |
| (I) |  | Travel Arrangement | | | | | | | |
| 105 | Train Journey Ticket(Commission on actual cost) | | As suggested by JSCL | |  | 100 | | Percentage of actual cost |  |
| 106 | Air journey Ticket (Commission on actual cost) | | As suggested by JSCL | |  | 100 | | Percentage of actual cost |  |
| (J) |  | Outside city programme Operations | | | | | | | |
| 107 | Venue inspection, planning organizer program organizer journey vehicle boarding etc | | As suggested by JSCL | |  | 100 | | Percentage of actual cost |  |
| (K) |  | Decoration | | | | | | | |
| 108 | Bouquet, Flower Stage, Flower Gate, Rangoli, Balloons, Plant, Theme decoration as required, Guest Nameplate. Sample, quantity and Rate approved by JSCL committee as per requirement(Commission on actual cost | |  | |  | 100 | | Percentage of actual cost |  |
|  | |  |
| (L) |  | Venue Arrangement for Program & Lodging | | | | | | | |
| 109 | Venue Booking (Hotel, Hall, round, etc.) Lodging Arrangement in hotel, Guest House, etc. (Commission on actual cost) | |  | |  | 100 | | Percentage of actual cost |  |
| (M) |  | Gift & Momentous | | | | | | | |
| 110 | Gift, Momentous Bag, Folder, Pen, Dairy, Printed Cup, Printed T- shirt, Scenery etc. Sample, quantity and Rate approved by JSCL committee as per requirement(Commission on actual cost) | | As suggested by JSCL | |  | 100 | | Percentage of actual cost |  |
|  | |  |
| (N) |  | Food | | | | | | | |
| 111 | Breakfast, Lunch, Dinner, cold drink, Tea/coffee etc. Sample, quantity and Rate approved by JSCL committee as per requirement(Commission on actual cost) | |  | |  | 100 | | Percentage of actual cost |  |
| 112 | Any other expenses incurred apart from above to meet the requirements of the event Sample, quantity and Rate approved by JSCL committee as per requirement(Commission on actual cost) | |  | |  | 100 | | Percentage of actual cost |  |
| **(O)** |  | **T-Shirts** | | | | | | | |
| 113 | T-Shirts For 5 Km Runners of Different Sizes (Medium, small , large, XL, XXl. | | | **As suggested by JSCL** |  | 14000Nos | | Percentage of actual cost |  |
| 114 | T-Shirts For 11 Km Runners of Different Sizes (Medium, small , large, XL, XXl. | | | **As suggested by JSCL** |  | 4000 nos | | Percentage of actual cost |  |
| 115 | T-Shirts For 21 Km Runners of Different Sizes (Medium, small , large, XL, XXl. | | | **As suggested by JSCL** |  | 2000 Nos | | Percentage of actual cost |  |
|  |  | Subtotal | | | | | | | |

Terms and Conditions:-

The bidder undertakes and declares that:-

1. The aforesaid amount are inclusive of all taxes, but excluding GST.

2. JSCL is not bound to accept any Proposal made by the bidder.

3. All out of pocket expense, if required, shall be incurred by the staff of the selected bidder on account of travelling out of station in relation to the project work and shall be reimbursed by JSCL on submission of vouchers/ bills in relation thereto. The selected bidder will take prior approval of JSCL for such travelling and estimated expenditure and the same would be based on the most economical option of travelling. In no case the total out of pocket expenditure (OPE) will exceed 20% of the fees of the same project work of the assignment.

4. Samples for Rates approval is to be submitted with JSCL well before time and the selected bidder will be solely responsible for any delay.

5. The selected bidder is required to employee adequate manpower to completely manage the event JSCL will only supervise the event.

6. Anything supplied to JSCL for any event likes stationary, hoardings, standees etc are to be handed over to the admin department of JSCL at JSCL office and no additional cost will be paid to the selected bidder.

7. The quantities mentioned above are tentative and may vary (+-100%) as per actual requirement but the rate quoted for the item will remain same.

**ANNEXURE-IV – Letter of Appointment**

To,

**Kind Attn: Mr.**

Sub: - Letter **of Appointment (LOA) for “Appointment of Public Relation (PR) Agency** **For Jabalpur Smart City project” (Contract No.: ).**

Dear Sir,

(1) We refer to your Bid, dated , 2012 submitted in response to the invitation for Bids for “Appointment of Public Relation (PR) Agency for Jabalpur Smart City Project” (Contract No.: ) .

(2) Jabalpur Smart City Limited (JSCL) is pleased to inform you that your Bid dated , 2019 for “Appointment of Public Relation (PR) Agency for Jabalpur Smart City Limited” has accepted by JSCL. You have been selected as the Preferred Bidder.

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

1 Rupees in words

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

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

**Agreed and Accepted**

Name: Designation:

Place:

Date:

Company Seal Signature of the Authorized Representative of the Consultant (i.e. )

Name: **\_**

Designation: Address:

Place and Date:

Company Seal

**ANNEXURE-V – Consultancy Agreement (Specimen)**

**CONSULTANCY AGREEMENT**

[***Consultancy for Public Relation (PR) Services for Jabalpur Smart City project***]

This Consultancy Agreement (“**the Agreement**”) is made on this day of ,

2016, at Jabalpur, India.

**BETWEEN**

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

**AND**

**[ ]**, and having its registered office at [\_ ] (hereinafter referred to as the “the **Consultant**”) which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and permitted assigns, of the **Other Part**.

**WHEREAS**

a) Jabalpur has incorporated a special purpose vehicle (SPV) – Jabalpur Smart City Limited (JSCL) to plan, design, implement, coordinate and monitor the smart city projects in Jabalpur. JSCL is a company incorporated under Indian Companies Act 2013 with equal shareholding from Madhya Pradesh Urban Development Company Limited (MPUDCL) on behalf of Government of Madhya Pradesh (GoMP) and Jabalpur Municipal Corporation (JMC).

b) As a part of its endeavour to meet the vision of Jabalpur Smart City Project, JSCL has decided to engage a competent consultant/ agency to improve, support and strengthen the image of Jabalpur Smart City project as a premier smart city by assisting in coordination of the JSCL’s public relations activities including print and broadcast advertising, publication production, and special events promotions; assist in establishing and maintaining a consistent image for Jabalpur Smart City Project; assist in achieving marketing objectives; and perform related work as required to realise the vision of Jabalpur Smart City(“**Assignment**” or “**Services**”);

c) The Consultant, having represented to the Client that it has the required experience, professional skills, and personnel and technical resources and has agreed to provide Services as per the terms of the RFP Documents;

d) JSCL has issued a Letter of Appointment (LOA) dated , 2019 to the Consultant and the Consultant has agreed to provide, carry out and perform the Services (being the Assignment to be carried out by the Consultant) as per the scope of Services described in RFP Documents and more particularly described in the

Schedule hereunder, for a total consideration of Rs.

(Rupees to be paid by JSCL as under: only)

|  |  |  |
| --- | --- | --- |
| **Payment by** | **Amounts (in**  **INR)** | **Tax** |
| JSCL | Rs./- | Amount including All Taxes but excluding GST |

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

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

1. In this Agreement words and expressions, unless the context otherwise requires, shall have the same meaning as are assigned to them in the General Conditions of Contract as annexed hereto. The General Conditions of Contract (“GCC”) and Special Conditions of Contract (“SCC”) including the other documents as mentioned in clause 4 hereinafter of this Agreement shall be deemed to form and be read and construed as integral part of this Agreement.

2. In consideration of the payments to be made by the Client to the Consultant as mentioned hereinabove, the Consultant hereby covenants with the Client to provide, carry out and/or perform the Services in conformity with and in all respects as detailed in the Schedule hereunder.

3. In consideration for providing the Services in terms of this Agreement, the Client hereby covenants to pay the Consultant, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner as prescribed in this Contract.

4. The following documents annexed hereto shall be deemed to form an integral part of this Contract

(a) Request for Proposal (RFP) document (annexed as Annexure-I hereto);

(b) Proposal Submitted by the Consultant (annexed as Annexure-II hereto);

(c) Letter of Appointment (LOA) Letter No. dated , 2016 issued by

JSCL duly accepted by the Consultant (annexed Annexure-III hereto);

(e) Any other document, not listed and not referred hereinabove, in the RFP Documents shall form part of this Contract.

5. This Contract shall not be amended or modified except with the prior written consent of the Parties hereto.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1 Definitions**

Unless the context otherwise requires, the expressions wherever used in the Contract shall have the following meanings:

**a) “Additional Services”** means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the Consultant only after receiving a written communication from the Client.

**b) “Applicable Law(s)”** shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.

**c)** “**Assignment**” shall mean the Services to be provided, carried out and/or performed by the Consultant under the terms of the Contract for JSCL Project.

**d) “Affiliate” or “Associate”** shall mean a body corporate or any other legal entity which is under the control of the Consultant or does have control over the Consultant, directly or indirectly.

**e) “Business Day”** means a Day, other than Saturday and Sunday, on which banks in Jabalpur are open for normal banking business.

**f) “Competent Authority”** means the agency or the person authorized by Government of Madhya Pradesh, to exercise the powers and discharge the functions of the Competent Authority under appropriate Regulations. Different persons or authorities may be authorized to perform different functions.

**g) “Contract Price” or “Consultancy Fees”** means the Consultancy Fee payable/ paid by the Client, under the terms of the Contract, to the Consultant.

**h) “Consultant”** means the person or entity contracted with the Client to provide the Services as specified in the Contract.

**i) “Contract” or “Agreement”** means the Consultancy Agreement entered into between the Client and the Consultant together with all the Appendices, Annexure and schedules mentioned and enclosed hereto.

**j) “Client’s Representative”** means any individual or any agency appointed by the Client to act on its behalf for the Assignment.

**k) “Days”** refer to calendar days, unless otherwise stated.

**l) “GCC”** mean the General Conditions of Contract.

**n) “JSCL”** means Jabalpur Smart City Limited incorporated under the provisions of the Companies Act, 2013.

**o)** “**JSCL Area**” means the area as denoted in the Jabalpur Smart City Proposal, as amended from time to time.

**p) “Government”** means the Government of Madhya Pradesh (GoMP) and the Government of India (GoI) as the case may be and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.

**q) “Letter of Appointment” or “LOA”** means the letter No. dated

, issued by JSCL to the Consultant including all other letters as may be issued by the Client or any one of them incidental and in relation thereto in respect of the Assignment**.**

**r) “Party”** means the Client or the Consultant, as the case may be, and

“Parties” means both of them collectively.

**s) “Personnel”** means persons engaged by the Consultant or by any Sub- Consultant assigned by either of them to the performance of the Services or any part thereof.

**t)** “**Project”** means the development of a global smart City named Jabalpur Smart City.

**u) “Stage”** means the sub-divisions of work to be performed by the

Consultant pursuant to the Contract as described in RFP Document

**v) “RFP” or “RFP Document”** means Request for Proposal documents issued by the Client to the shortlisted parties for the Services including any amendments thereof made from time to time.

**w) “SCC”** means the **“**Special Conditions of Contract” of the Contract

supplementing the General Conditions of Contract.

**aa) “Services” or “Consultancy Services”** means and includes the Scope of Services to be provided or carry out or performed by the Consultant pursuant to the terms of the Contract and as described in RFP Document.

**bb) “Sub-Consultant”** means any entity to which the Consultant Sub - Contracts any part of the Services with the permission of and in accordance with the Contract.

**cc) “Sub-Contract”** means the contract to be executed between the Consultant and the Sub-Consultant(s) for this Assignment.

**dd) “Technical Advisory Committee”** means the Committee that may be appointed by the Client to review the Services rendered by the Consultant as per the scope of Services.

**ee) “Third Party”** means any person or entity other than the Client and the Consultant.

**2 Interpretation**

2.1 Unless the context of the Contract otherwise requires:

2.2 Grammatical variations of defined words shall be construed in accordance with the relevant definition(s);

2.3 Heading and bold face words are only for convenience and shall be ignored for the purposes of interpretation;

2.4 Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;

2.5 The capitalized terms used in the Agreement/ Contract shall have the meaning ascribed to it in the Definitions, unless the contrary is expressly stated;

2.6 When any number of Days is prescribed in any document, same shall be reckoned with exclusion of the first day and inclusion of the last day;

2.7 Time is the essence in the performance of the Parties’ respective obligations under the contract. If any time period specified herein is extended, such extended time shall also be of the essence; The Consultant shall be provided with all relevant information in a timely manner and to ensure that it can complete the Services within the time for completion. In the event that such information is delayed or not provided the Client shall in conjunction with the Consultant agrees reasonable extension of time and revised date for completion.

2.8 The word “determine” means a determination made in the absolute discretion of the person making the determination.

2.9 The singular includes the plural (and vice versa);

2.9.1 References to a gender shall include references to the female, male and neuter genders;

2.9.2 Reference to the words “include” or “including” shall be construed without limitation;

2.9.3 All approvals, permissions, waivers, consents, confirmations or acceptance required from the Client or any one of them for any matter shall require the “prior”, “written” approval, permission, consent or acceptance of the Client.

2.9.4 in the event of any disagreement or dispute between the Client and the Consultant regarding the occurrence, determination and/or materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Client as to the materiality, occurrence or determination of any of the foregoing shall be final and binding on the Consultant.

2.9.5 The word “Client” wherever appearing in this Agreement shall mean JSCL jointly or severally, as the context may require.

**3 Language**

The Contract has been executed in the English language, which shall be the language for all matters relating to the meaning or interpretation of the Contract.

**4 Notices**

4.1 Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered A/D mail, courier or facsimile to the address of the Party set forth in the SCC, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.

4.2 However, notices delivered by facsimile shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip of the document in question

**5. Location**

5.1 The Scope of Services shall be performed by the Consultant as per the terms specified in the RFP Document and the Contract;

5.2 The Consultant shall in normal course attend meetings in Jabalpur/ Bhopal or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Client, GoMP and Technical Advisory Committee as may be considered necessary by the Client.

**6. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or by the Consultant may be taken or executed only by the officials designated and authorized by the Parties as specified in the SCC unless changed subsequently by either of them in writing.

**7. Taxes and Duties**

Unless otherwise specified in the SCC or any subsequent communication, the Consultant/ Sub-Consultant shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Laws of India, the amount of which shall be deemed to have been included in the Consultancy Fees, however, the statutory Service Tax as may be applicable would be paid by the Client additionally, to the Consultant and the Consultant shall submit proof of depositing the service tax so paid.

**8. Scope of Services, Commencement, Completion, Modification of the Contract**

8.1 **Scope of Services**

The Consultant shall provide the Services in terms of the scope of Services, as mentioned and in the manner provided in RFP Document and the Contract. The delivery schedule for rendering the Services shall be strictly adhered to by the Consultant. The Consultant shall provide, carry out and/or perform the Services/ Assignment as per the terms of RFP Document and the Contract. However, any change carried out in the scope of the Services after the issuance of the Letter of Commencement shall be considered under Clause 8.5.

8.2 **Effectiveness of Contract**

The Contract shall come into effect on the date the Contract is signed by both the Parties unless otherwise stated in the SCC.

8.3 **Commencement of Services**

Notwithstanding the provision contained under clause 8.2 of the Contract, the Consultant shall commence the Services after execution of the Contract as mentioned in the Letter of Appointment issued by the Client.

8.4 **Term and Expiration of Contract**

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

8.5 **Modification**

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

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

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

8.6 Any modifications suggested by the Technical Advisory Committee as per the scope of Services before the approval of any of the deliverables shall be considered and incorporated by the Consultant in carrying out the Services. The same shall not be considered as Additional Services and shall be provided within the Consultancy fees provided under the contract.

9 **Termination**

9.1 **By the Client**

The Client shall have the right to terminate the Contract, by giving not less than 30 (thirty) days’ written notice of termination to the Consultant; to be given after the occurrence of any of the events specified in paragraphs (a) through (i).

(a) If the Consultant does not remedy or cure a default / failure in the performance of the Services under the Contract, within a period of 30 (thirty) days after being notified by the Client or within such further period as the Client may have subsequently approved in writing.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than 60 (sixty) days.

(c) If the Consultant becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;

(d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceeding;

(e) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;

(f) If the Consultant, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(g) For the purpose of this Clause:

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

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

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

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

9.2 **Cessation of Rights and Obligations.**

Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Pa rt y ma y ha ve u nde r t he A pp li c a ble La w , (i v) obligation of liability/warranty for the Services on part of the Consultant, (v) the indemnities contained hereunder, (vi) Notices and (vii) Dispute Settlement.

9.3 **Cessation of Services**

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

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

9.4 **Payment upon Termination**

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

**10. Obligations of the Consultant**

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

10.2 In addition to the above, the Consultant shall also comply with the provisions as mentioned in SCC.

11. **Conflict of Interests**

11.1 **Consultant Not to Benefit from Commissions Discounts, etc.**

The fees of the Consultant shall constitute the Consultant’s sole fees in connection with the Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultant, and agents of either of them, similarly shall not receive any such additional fees from any third party .

11.2 **Consultant and Affiliates not to be otherwise interested in**

**Assignment**

During the term of the Contract The Consultant appointed to provide Consultancy for this assignment, as well as any of its associates shall be disqualified from subsequently providing works or services related to the execution of the same assignment 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 six years from the completion of this assignment; provided further that this restriction shall not apply to consultancy/advisory services performed for the Client in continuation of this Consultancy or any subsequent consultancy/advisory services performed for the Client.

11.3 **Confidentiality**

11.3.1 The Consultant shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions in writing from the Client.

11.3.2 The Consultant, their Sub Consultant and the Personnel of either of them shall not until 5 years after expiry of the Term, disclose any proprietary or confidential information relating to the Services, the Contract or the business or operations of the Client without the prior written consent of the Client. This obligation shall not apply to information:

(a) which is or becomes available to the public other than by breach of the Contract; or

(b) which is in or comes into the possession of the receiving Party prior to the date of execution hereof and which was not or is not obtained under any obligation of confidentiality; or

(c) which is required by law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least fifteen (15) days prior to such disclosure and the disclosure is limited to the minimum extent possible;

12. **Insurance**

The Consultant shall obtain and maintain at their own cost insurance as mentioned below

i. Professional liability insurance with a minimum coverage of twice the Consultancy Fees. Such insurances shall be on an each and every claims basis.

ii. It may be noted that the insurance policy shall start from/before the date of commencement of the Services and remain effective as per relevant requirement of the Contract/Agreement; and

iii. The Consultant shall take the insurance and shall provide evidence to the Client, showing that such insurance has been obtained and maintained and that the current premiums have been paid.

13. **Indemnity**

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

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

14. **Consultant’s Actions Requiring Client’s Prior Approval**

The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:

a) Appointing such members or the Personnel not listed by name in RFP Document; and

b) Any other action that may be specified in the SCC.

15. **Reporting Obligations**

15.1 The Consultant shall submit to the Client, the reports and documents specified in RFP Document and number in the form and within the periods set forth in RFP Document.

15.2 The Client will appoint Engineer/ representative as Client’s Representative to undertake review of the Consultant’s work as per the Contract. The Services as per RFP Document may be reviewed by the Technical Advisory Committee. The Consultant shall submit all reports and documents as specified in RFP Document to the Client. The Consultant would also be required to make presentation on the progress of works before Client’s Representative and incorporate the comments/suggestions.

15.3 In furtherance of the obligations undertaken by the Consultant under the Contract, the Consultant agree that the Client shall have the right to seek a review, whether on-site or offsite of the activities and records of the Consultant in relation to and/or connected to the Assignment and the Services to be performed by them hereunder. Such review may be conducted by the Client through its personnel, agents or representatives and the Consultant shall offer all reasonable and practicable co-operations in such reviews.

16. **Documents supplied by the Consultant to be the Property of the Client**

All data and information collected for the purpose of the Assignment (collectively called as “Data”) and plans, specifications, maps, images, photographs, designs, reports and other documents (collectively called as “Documents”) as may be submitted by the Consultant shall become and remain the property of the Client, and the Consultant shall upon termination or expiration of the Contract, deliver all such documents to the Client. The Consultant may retain a copy of such documents but shall not use the same for any other purposes.

17. **Intellectual Property Rights of Assignment**

17.1 Consultant shall hand over all the working papers, Workable and editable Models with all linkages as developed for the assignment, Business Plans and all related workings and outputs of the assignment generated for executing the assignment on successful completion of the assignment in editable soft and hard copies.

17.2 Such documents, working papers, analysis, workable and editable Models as developed for the assignment and all related workings and outputs are the Sole Property of the Client and the Consultant shall treat all these information Confidential and shall not share the same with anybody else except on specific written instructions of the Client.

17.3 The certification and other documentation provided to the Client by the Consultant are solely for the purpose of the Assignment under the Contract, and intellectual property therein to the extent and for the purpose of the Assignment remain vested with the Client and the Consultant shall not use the same or any part thereof for any other client.

18. **Obligations of the Consultant**

18.1 The main objective of the Assignment is to provide, carry out and/or perform the Services as per the terms of RFP Document and the Contract.

18.2 The Consultant shall perform the Services in accordance with the time lines/ delivery schedule specified in RFP Document. The Consultant shall be liable to pay penalty for any Delay in the delivery of the Services. The applicable rate of penalty to be recovered from Consultant shall be 0.5% of the Consultancy Fees per week of delay in providing Services for each deliverable of respective Stage indicated in the RFP subject to maximum of

10% of total Consultancy Fee provided herein. The sum so deducted will be refunded if the Consultant makes up the delays and completes the next deliverable within the stipulated time period as mentioned in the RFP.

18.3 The Consultant shall study carefully the technical information provided by the Client and shall visit the site as and when required. In the event that the Consultant becomes aware of any errors or doubts about the information and data provided, the Consultant shall notify in time in writing.

18.4 The Consultant shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of their Sub-Consultant at their own risk and responsibility. The prime responsibility rests with the Consultant for any of the tasks and activities that are performed by their Sub-Consultant(s). The Consultant shall have the responsibility to inform in writing to the Client of information that has obvious defects in data, information and reports provided.

18.5 The Consultant shall designate at their cost a representative authorized to render decisions on the Consultant behalf and to exercise the duties and obligations of the Consultant and to deal with matters in relation to the Assignment.

18.6 The Consultant shall be complied with all the procedures, rules, regulations and compliances applicable in India for the Services.

18.7 The Consultant at all Stages shall coordinate with the other parties associated or appointed by the Client for this Assignment.

18.8 The Consultant would assist the Client in obtaining approval from GoI MP i.e. any technical inputs/presentation required to be undertaken for such approval as per good industry practice.

19. **Consultant’s Personnel**

The Consultant guarantees that the proposed Key Professionals of the Consultant as mentioned in RFP Document for this Assignment will be available throughout the duration of the Assignment. The Client will not consider substitutions during the contract unless both parties agree in writing to any substitution. If the Client is not satisfied with performance of any of the Key Professionals, the Consultant shall at the Client’s request specifying the grounds therefore, forthwith provide as a replacement a Professional with qualifications and experience acceptable to the Clients. Any proposed substitute shall have equivalent or better qualifications and experience than the original Professional.

20. **Consultant’s Liability**

Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under the Contract shall be the liability of the Consultant under or in connection with this assignment whether in contract for breach of statutory duty, tort, negligence or otherwise howsoever arising, shall not exceed twice the amount of the total Consultancy Fee.

21. **Consultant’s Representations and Warranties**

Consultant represents and warrants to the Client that:

**21.1 Corporate Existence and Power**

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

**21.2 Authorization, No Contravention**

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

**21.3 Litigation**

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

21.4 **Corrupt Practices**

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

**21.5 Expertise of the Consultant**

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

**22. Obligations of the Client**

22.1 **Change in the Applicable Law**

If, after the date of the Contract, there is any change in the Applicable Law with respect to taxes and duties payable by the Consultant which increases or decreases the applicable taxes, duties etc. or there is any imposition of new taxes, duties, levies and fees payable by the Consultant or withdrawal thereof it shall be settled in equity and in justifiable manner on mutually agreed terms between the parties.

22.2 **Services and Facilities**

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

22.3 **Obligations of the Client**

22.3.1 The Client shall facilitate the Consultant by providing all the necessary support and arrangements to procure data and information.

22.3.2 The Client shall designate an Engineer/ representative to render decisions on behalf of the Client and to exercise duties and obligations of the Client as, may be delegated to him and to deal with matters in relation to the Assignment.

22.3.3 The Client shall render written dec isions as early as reasonably possible, but not exceeding 15 (fifteen) Business Days at the maximum after receiving written documents submitted by the Consultant that require the decision of the Client in order to avoid delay in the progress of the Consultant’s Services.

22.3.4 The Client shall review the documents provided by the Consultant as early as possible and provide decisions and replies to avoid any delay in the progress of the Services. The Client shall immediately notify the Consultant in writing in the event it becomes aware of any non-conformance of the documents with provisions of the Contract.

22.3.5 The Client shall consult with the Consultant before issuing interpretations of documents prepared by the Consultant.

22.3.6 The Client shall provide to the Consultant and/or its agents access to the Site for execution of Services under the Contract.

**23. Consultancy Fee**

23.1 The Lump sum Fee for Consultancy Services shall be paid in Indian Rupees which shall be firm and shall not be subject to any escalation, whatsoever. The Consultancy Fee will be inclusive of all applicable taxes, duties and levies but will not include service tax which will be reimbursed by the Client. The Client or any one of them shall not be liable for any additional cost as may be incurred by the Consultant in addition to the Consultancy Fee.

23.2 **Fee for Additional Services**

Fee for Additional Services, if required by the Client, shall be determined keeping in view the fee as indicated by the Consultant in the RFP Document and wherever specific rates are not provided, applicable market rates as mutually arrived and agreed upon, may be considered.

23.3 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultant according to the payment terms as determined under the RFP Document and Letter of Appointment issued by the Client to the Consultant. The payment will be made only after satisfactorily approval by the Client.

**24. Force Majeure**

24.1 **Definition**

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

24.2 **No Breach of Contract**

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

24.3 **Extension of Time due to Force Majeure**

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

24.4 **Payments**

Parties shall discuss the impact degree of the Force Majeure incident upon the performance of the Contract, to decide whether to terminate the Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof. Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Client shall pay, after issuing or receiving the written notice, the Consultant for Services performed prior/ up to notice of such Force Majeure incident including, the works in progress, mutually agreed by both the parties.

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

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

**25. The Governing Law**

The law governing the Contract shall be Laws of India and courts at

Bhopal/ Jabalpur shall have exclusive jurisdiction.

**26. Settlement of Disputes**

26.1 Any difference or dispute arising out of or in relation to this contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Employer and the Consultant. After notifying the difference by either Party, the authorized representative of the Parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavour to resolve the difference in most equitable and justifiable manner.

26.2 In case of dispute is not resolved amicably within 30 (days) or in case of failure of amicable settlement, then the matter will be referred to Arbitration by a sole Arbitrator to be appointed by the Director-in- charge/ MD/ the Chief Executive of the Employer. The Director-in- charge/ MD/ Chief Executive will provide a list of three persons out of which the Consultant may select one who will be appointed as the sole Arbitrator.

26.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Award made by the sole Arbitrator shall be final and binding on the Parties.

26.4 The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and venue of the arbitration shall be at Bhopal/ Jabalpur. The courts at Jabalpur shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English.