

RFP NO. : 09/SUDA/PR/2108

System Tender No. : 171275

Dated- 30/06/2025

Request for Proposal  
for  
**Selection of Public Relations  
Management Agency for  
State Urban Development Agency (SUDA),  
Chhattisgarh**

**State Urban Development Agency, Chhattisgarh**

**Nava Raipur Atal Nagar, Chhattisgarh**

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**List of Abbreviation**

Abbreviation	Meaning
BDD	Bid Due Date
CEO	Chief Executive Officer
EMD	Earnest Money Deposit
GoCG	Government of Chhattisgarh
LOA	Letter of Award
RFP	Request for Proposal
SUDA	State Urban Development Agency
ToR	Terms of Reference
ULB	Urban Local Body
BG	Bank Guarantee
DD	Demand Draft
PBG	Performance Bank Guarantee
DSC	Digital Signature Certificate
BEC	Bidder's Evaluation Committee
PO	Purchase Order
OPEX	Operating Expenses
SLA	Service Level Agreement
FAQ	Frequently Asked Questions
INR	Indian Rupee
SPOC	Single Point of Contact
MoM	Minutes of Meeting
PR	Public Relation
QBLCS	Quality Based Least Cost Selection

**STATE URBAN DEVELOPMENT AGENCY**4<sup>th</sup> Floor, D Block, Indrawati Bhavan (HOD Building), Nava Raipur Atal Nagar, Chhattisgarh, 492002Phone 0771-2222401 Fax 0771/2222409 Email: [osd.suda@yahoo.com](mailto:osd.suda@yahoo.com)**Notice Inviting Tender**

RFP No. 09/SUDA/PR/2108

Nava Raipur Atal Nagar, Dated 30/06/2025

**Sub:** Request for Proposal for Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh.

The State Urban Development Agency (SUDA) Chhattisgarh, as the Mission Directorate for implementing all centrally sponsored schemes of urban development in the state, is inviting proposals in conformity with the RFP document in a single stage four bid system (**Envelope 1:** RFP document fees and EMD, **Envelope 2:** Pre-qualification Bid, **Envelope 3:** Technical Bid, **Envelope 4:** Financial Bid) from registered and authorized agencies having experience and expertise in the similar field of work as per the criteria mentioned in the RFP document

System Tender No.	Name of the Work	EMD	RFP Document Fee
	Request for Proposal for Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh	INR 5,00,000/-	INR 10,000/-

1. The details can be viewed and downloaded online from the e-procurement portal "https://eproc.cgstate.gov.in".
2. All eligible / interested Bidders are mandated to get enrolled on e-procurement portal.
3. Bidders can contact Help Desk for any clarification of their doubts regarding the process of electronic procurement system. Help Desk toll free number 18004199140 or through email ID [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in)
4. The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
5. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published in e-procurement portal "https://eproc.cgstate.gov.in" only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
6. The eligible bidder may submit their bid along with EMD as detailed in RFP document.
7. The Bidder must submit their bid online on e-procurement portal "https://eproc.cgstate.gov.in" on or before 28/07/2025 by 4:00 PM. The eligible bidder may submit their bid online only and physical submission of original EMD, RFP document fees, Affidavits, Technical Cover Letter and Power of Attorney as detailed in RFP document.

SD/-

**Chief Executive Officer**State Urban Development Agency,  
Nava Raipur Atal Nagar

**Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the SUDA or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the SUDA to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful for formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SUDA in relation to set up the RFP for “**Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**”. 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 the SUDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The SUDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The SUDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the SUDA is bound to select Bidder or to appoint the Selected Bidder, as the case may be, “**Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**” and the SUDA reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all 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 the SUDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SUDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

-SD/-

Chief Executive Officer  
State Urban Development Agency,  
Nava Raipur Atal Nagar

## Quick Information Data Sheet

**“Request for Proposal (RFP) for Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”**

Particulars	Details
Name of the client/ Name of the issuer of this RFP	State Urban Development Agency, Nava Raipur Atal Nagar, Chhattisgarh
Tender/RFP Number	RFP NO.: 09/SUDA/PR/2108
System Tender No.	171275
Name of the engagement	<b>“Request for Proposal (RFP) for Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”</b>
Web Address to download the RFP	“ <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> ” e-procurement portal of Government of Chhattisgarh
Date of issue of RFP	30/06/2025
Last date and time of Submission of Bid (Bid Due Date)	30/07/2025 upto 17:00 hrs -Online submission 01/08/2025 upto 17:00 hrs -Offline/Physical Bid Submission  as specified in this RFP
Last date and time for receipt of Pre-Bid queries for clarifications	04/07/2025; 17:30 PM as in specified format & procedure mention in this document, for any clarification & queries bidders may contact <a href="mailto:osd.suda@yahoo.com">osd.suda@yahoo.com</a>
Date, time and venue of pre-bid conference	Monday, July 7, 2025· 1:00 – 2:00pm Online Time zone: Asia/Kolkata Google Meet joining info Video call link: <a href="https://meet.google.com/quh-btkq-ciz">https://meet.google.com/quh-btkq-ciz</a>
Mode of Submission of RFP	Bid must be submitted online on e-procurement portal “ <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> ” only. <b>(Required Physical documents as mentioned in this RFP, must be submitted through speed post/ registered post only)</b> Note: No drop box facility will be available  <b>Address for physical submission of Technical Bid</b> <b>Chief Executive Officer,</b> State Urban Development Agency, Block-D, 4 <sup>th</sup> floor, Indravati Bhavan, Nava Raipur Atal Nagar, C.G.-492002
Date & time of opening of Pre-qualification Bid and Technical Bid	01/08/2025 upto 17:30 hrs
Date & time of opening of Financial Bid	To be intimated later to the technically qualified bidders.
Duration of services	<b>2 years</b>
Cost of RFP Document	Rs. 10,000/- (Rupees Ten Thousand Only) Demand draft in favour of <b>CEO, State Urban Development Agency</b> , payable at Raipur.
Earnest Money Deposit (EMD) / Bid Security	Rs.5,00,000/- (Rupees Five Lakh only)

Particulars	Details
Validity of EMD	225 Days from Bid Due Date
Validity of proposal	Proposals must remain valid 180 days after the submission date.
Representative/Contact Person of SUDA, for further information	Phone 0771-2222401; Fax 0771/2222409 Email: osd.suda@yahoo.com
Method of Selection	Quality Based Least Cost Selection (QBLCS)
Address for submission of RFP related Physical Document/Bid	<b>Chief Executive Officer,</b> State Urban Development Agency, Block-D, 4 <sup>th</sup> floor, Indravati Bhavan, Nava Raipur Atal Nagar, C.G.-492002
Bidding in Consortium/JV	Not Allowed

Note:

1. This document is non-transferable and non-refundable.
2. In case a Holiday is declared on any day, the event will be held on the next working day at same time and same venue.
3. All the notification and details terms and conditions, clarifications/corrigendum to the queries regarding this RFP notice will be published online on the website <https://eproc.cgstate.gov.in>

-SD/-

Chief Executive Officer  
State Urban Development Agency,  
Nava Raipur Atal Nagar



**Section 1: Definitions and interpretation**

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed here in. The below mentioned words and expressions used in this RFP shall have the meaning set out below: -

#	Term	Definition
1.	Applicable Law	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Chhattisgarh, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the contract Agreement
2.	Applicable Permits	Shall mean all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Project during the subsistence of the Contract Agreement
3.	Authority	Shall mean the State Urban Development Agency (SUDA), Chhattisgarh, Nava Raipur Atal Nagar, Chhattisgarh
4.	Bidder	Means firm/Company who submits Proposal in response to RFP Document.
5.	CEO, SUDA	Shall mean the Chief Executive Officer of State Urban Development Agency, Nava Raipur Atal Nagar, Chhattisgarh for the time being in administrative in-charge for hiring Bidder.
6.	Committee	Means Committee Constituted for Evaluation of Proposals.
7.	Contract	Means the written agreement entered into between the State Urban Development Agency (SUDA) and Firm/Company/Agency for execution of services as mentioned in the RFP and Terms of Reference; signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
8.	Confidential Information	All information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
9.	Deliverables	Services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP.
10.	Nodal Officer	Shall be the person responsible for all the communications to bidder on behalf of the authority.
11.	Request for Proposal / Tender Document/ RFP	Written solicitation that conveys to the Bidder, requirements for services that the SUDA intends to buy and implement

#	Term	Definition
12.	Successful Bidder/ PR Agency	The bidder who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as Implementation Agency (PR Agency)
13.	Writing	Shall include matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal, as the case may be.
14.	ToR	Terms of Reference

## Section 2: Background and details of project

### 2.1 Background of the project

State Urban Development Agency (SUDA), Chhattisgarh is the Mission Directorate for implementation of all Centrally Sponsored and State Schemes of Urban Development in the State. SUDA, Chhattisgarh regularly develops and produces various Promotional and Communication materials like, but not limited to, advertisements, press releases, newspaper supplements, banners, festoons, drop-down banners, road-side banners, standing cut-outs, leaflets, brochures, newsletters, sector profiles, handbooks, promotional items, calendars, notebooks, diaries, seasonal greeting cards, annual reports and stationeries. SUDA also hosts and organizes seminars, workshops, trainings, and webinars in home and abroad to promote investment in Chhattisgarh where various customized printed materials and AV documentaries are developed and used.

Moreover, SUDA, Chhattisgarh manages and maintains a dynamic and interactive website and social media accounts on LinkedIn, Facebook, Twitter and YouTube, where numerous types of communication materials are used, uploaded and boosted. Again, to make these materials effective for the targeted stakeholders, these need to be interpreted in commonly used language other than Hindi & English. Therefore, the ever-increasing demand for customized communication materials (printed, electronic and AV) for SUDA's PR, promotion and communication activities requires available and dedicated man-power with adequate skills and knowledge in this regard. Moreover, regular and on-time development and production of these materials is also crucial for effective promotion across the state.

Hence, to achieve the vision of Garbage Free Cities, a streamlined approach for PR interventions, which align with priorities of SBM-U 2.0 is required for SUDA, Chhattisgarh.

The larger objective of this work, according to the SBM-U 2.0 guidelines is "to ensure awareness creation along with large scale citizen outreach to intensify 'Jan Andolan' and institutionalize swachh behaviour and IEC activities related set of actions through public relations, towards achieving the vision of "Garbage Free" cities" and fulfilling these key tasks for the **State Urban Development Agency (SUDA) Chhattisgarh**.

This Terms of Reference (TOR) outlines the scope of services required from a Public Relations (PR) agency to support SBM 2.0 Urban in its communication, outreach, and public engagement efforts and SUDA's other flagship Missions like, Atal Mission for Rejuvenation and Urban Transformation (AMRUT).

### 2.2 Objective of the assignment

The primary purpose of hiring a PR agency is to design, implement, and manage a comprehensive public relations and communication strategy for SBM 2.0 Urban. The agency will ensure the promotion of the mission's initiatives, achievements, and key messages to various stakeholders, including the general public, urban local bodies (ULBs), state governments, and media outlets.

The selected Public Relations Management Agency shall create a collective identity of 'Urban Transformation' for SUDA, Chhattisgarh and its flagship Missions (Swachh Bharat Mission-Urban, Atal Mission for Rejuvenation and Urban Transformation (AMRUT)). The broad objectives of the agency will consist of the following thematic areas:

- Social Media Management for SUDA and its allied Missions
- Designing of Information, Education and Awareness Campaigns and Materials
- Designing of books, advisories, toolkits, brochures, and other publications of SUDA.

### **Section 3: Schedule of RFP and Instructions to Bidders**

#### **3.1 Request for Proposal**

Request for Proposal (RFP) for “**Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**”. SUDA intends to select the Bidder through a competitive bid process in accordance with the procedure set out herein.

#### **3.2 Due Diligence by Applicants**

Bidders are encouraged to inform themselves fully about the assignment before submitting the Bid.

#### **3.3 RFP Document Fees**

The RFP documents can be purchased by paying a non-refundable RFP document fee as mentioned in Quick Information Data Sheet, in the form of

- a) Demand Draft in the favour of CEO, State Urban Development Agency from the following address

**Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar - 492002  
Chhattisgarh**

#### **3.4 Documents Constituting the Bid**

The Bid prepared by the Bidder shall comprise the following components:

- a) Envelope 1: RFP document fees and EMD
- b) Envelope 2: Pre-qualification Bid
- c) Envelope 3: Technical Bid
- d) Envelope 4: Financial Bid

Note: Envelop 1 and All forms/declarations required in original has to be submitted physically also through speed post/registered post as defined in this RFP.

#### **3.5 Earnest Money Deposit (EMD)**

- a) The bidder shall furnish, as part of the pre-qualification, an EMD as mentioned in Quick Information Data Sheet. Failure to do so may prevent a tender from being considered.
- b) The EMD shall be in Indian Rupees only and shall be in the form of Demand Draft/ Bank Guarantee drawn in favour of “Chief Executive Officer, State Urban Development Agency, Chhattisgarh,” Payable at Raipur” and valid for 225 days from the date of submission of bid.

- c) Refund of EMD: EMD of all unsuccessful bidders except the 2<sup>nd</sup> Lowest/Ranked bidder, would be refunded without interest by SUDA within 45 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful bidder would be returned without interest upon submission of Performance Bank Guarantee as per the format provided under Form 18. The EMD of the 2<sup>nd</sup> Lowest/Ranked bidder shall be returned without interest by SUDA once the agreement has been executed with the successful bidder.
- d) EMD to be submitted in the separate Envelope A only.

The EMD shall be forfeited in any of the following circumstances:

- i. If the Bidder withdraws its Bid during the interval between the opening of proposal and expiration of the Bid Validity Period;
- ii. If the successful Bidder fails to provide acceptance of LOA/LOI within stipulated time;
- iii. If the successful bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided under the contract and/or LOA/LOI by the State Urban Development Agency.
- iv. If the successful bidder fails to sign the Contract for any reason.
- v. A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP
- vi. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information.
- vii. The Bidder does not provide, within the time specified by the State Urban Development Agency, the supplemental information sought by the State Urban Development Agency for evaluation of the Bid.
- viii. If the Bidder refuses to accept the correction of errors in his Bid.
- ix. The successful bidder fails to comply with all the terms and conditions of the tender document.

### **3.6 Bid Validity Period**

The Bid shall be valid for a period of not less than 180 days from the Bid Due Date (the “BDD”).

### **3.7 Brief description of the Selection Process**

The State Urban Development Agency, Chhattisgarh has adopted a three stage four envelope (Envelop 1, 2, 3 & 4) bid process (“Selection Process”). In the first stage, a prequalification would be carried out as specified in RFP and in stage 2 Technical Bid will be evaluated. Financial Bid of bidders who qualified Stage 1 and stage 2 will be opened and evaluated as specified in RFP. The selection of the bidder would be done on the basis of QBLCS.

### **3.8 Payment to Selected Bidder**

All payments to the Selected Bidder shall be made in Indian Rupees (INR) in accordance with the provisions of this RFP. The Selected Bidder may convert Indian Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Selected Bidder. The payment schedule is mentioned in this RFP.

### **3.9 Duration of the Project**

Duration of the Project is 2 year (24 months).

### 3.10 Communications

- a) All communications including the submission of Bid should be addressed to:

**The Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar - 492002  
Chhattisgarh  
Phone No. 0771-2222401  
Email ID: [osd.suda@yahoo.com](mailto:osd.suda@yahoo.com)**

- b) The Official Website of the SUDA is: <http://uad.cg.gov.in>  
c) All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP NO. : 09/SUDA/PR/2108 “Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”

### 3.11 Preparation and Submission of Bid

The proposal must be submitted strictly in the manner prescribed herein at 3.11.5 “Submission of Bid”

#### 3.11.1 Language

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

#### 3.11.2 Format and Signing of Bid

- i. The Bidder shall provide all the information sought under this RFP. The State Urban Development Agency would evaluate only those Bids that are received in the specified forms and complete in all respects.
- ii. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page in blue/black ink. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialled/attested by the authorized person(s) signing the Bid. Authorized representative (the “Authorized Representative”) as detailed below:
  - a) by a partner, in case of a partnership firm and/ or a limited liability partnership; or
  - b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation (if applicable);

### 3.11.3 Technical Bid

- 3.11.3.1 Applicants shall submit the Technical Bid in the formats at Form-21 (the “Technical Bid”).
- 3.11.3.2 While submitting the Technical bid, the bidder shall, in particular, ensure that:
- All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - The bid is responsive in terms as follows: -
    - The Technical Bid is received in the form specified at Form-21;
    - It is received by the Bid Due Date and time including any extension as notified by State Urban Development Agency through Corrigendum;
    - It is signed and sealed.
    - It contains all the information (complete in all respects) as requested in the RFP; and
    - It does not contain any condition; No conditional bid with deviations will be accepted. In case of conditional bid with deviations, the respective bidder may be asked for withdrawal of the same and in case of non-withdrawal, bid will be rejected.
- 3.11.3.3 Failure to comply with the requirements spelt out in the Clause 3.11.3.2, shall make the bid liable to be rejected.
- 3.11.3.4 The Technical bid shall not include any information relating to the Financial Bid. If the financial Bid is included with the technical bid envelop, bid of the concerned bidder will be rejected.
- 3.11.3.5 The proposal must be submitted strictly in the manner prescribed in the table at 3.11.5. In case any deviation is found in original as well as copy of technical bid, content of the original copy shall prevail and be considered as final.

### 3.11.4 Financial Bid

- 3.11.4.1 Applicants shall submit the financial bid in the formats at Form-20 (the “Financial Bid”) Online only.
- 3.11.4.2 Financial bid shall not be conditional.

### 3.11.5 Submission of Bid

A three parts Bid System will be followed for this RFP with a QBLCS Selection criterion. The three parts of the bid are Pre-Qualification Bid, Technical Bid and Financial Bid. All the pages of the Bid must be sequentially numbered and should be indexed properly. Any deficiency in the documentation may result in the rejection of the Bid. The Client will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than that as prescribed in this RFP. Late bids i.e. bids submitted beyond the prescribed deadline of submission, shall not be accepted. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid should be submitted in five covers as mentioned below:

Envelope Number	Cover Name	Content	Number of copies
1	Outer Cover with the label containing, RFP Number, Bidder Name, “Proposal for <RFP Name and Number> and “DO NOT OPEN BEFORE <Bid Opening	RFP Document Fees, EMD (Original documents to be submitted to the Purchaser) + Other	1 in Original + soft copy online

	Date and Time>, Bidder Name and Address	Forms/declaration required in Original.	
2	Pre-Qualification bid	Pre-Qualification bid along with the required supporting documents as mentioned in RFP.	1 soft copy online
3	Technical bid	Technical Bid along with the required Supporting documents as mentioned in RFP.	1 soft copy online
4	Financial bid	As mentioned in RFP.	1 soft copy online

Physical Bid and Financial Bid should be submitted as mentioned in “Quick Information Data Sheet” and other section of this RFP.

The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid.

The Bid submission date and time are mentioned in the “Quick Information Data Sheet” of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time.

The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment.

### 3.11.6 Bid Due Date

3.11.6.1 Bid should be submitted on the Bid Due Date (BDD) as specified at Quick Information Data Sheet at the address provided in Clause 3.10 in the manner and form as detailed in this RFP.

3.11.6.2 The State Urban Development Agency may, in its sole discretion, extend the BDD by issuing an Addendum/Corrigendum.

### 3.11.7 Late Bids/Submissions

Bids received by the SUDA after the specified time on BDD shall not be eligible for consideration and shall be summarily rejected. In such a case, the bidder has to physically collect the documents from the SUDA office and SUDA will in no manner be responsible for the damage/loss of documents.

### 3.12 Consortium/JV

Not permitted/allowed.

### 3.13 Pre-Bid meeting

3.13.1. A Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the SUDA. The SUDA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.



3.13.2. Any queries or request for additional information concerning this RFP shall be submitted through email, mentioned in Quick Information data Sheet of this RFP. Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. SUDA reserves the right not to respond to vague and frivolous queries.

3.13.3. The subject of the email shall mention the following **“Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”**.

Queries shall be neatly typed/ written as per the following format: Queries shall be submitted in editable format in MS Excel and in PDF format)

<b>Request for clarification</b>			
Name and Address of the Organization submitting request			
Name and Position of Person submitting request			
Contact Details of the Organization / Authorized Representative			
Tel: Mobile: Fax: Email:			
S.No.	RFP Document Reference (Section No and Page No)	Content of the RFP requiring clarification	Clarification Sought

3.13.4. Authority shall not be responsible for ensuring that the bidders queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority.

3.13.5. Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Meeting, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Authority.

3.13.6. Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available on the website URL mentioned in the Quick Information Data sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

### **3.14 Subcontracting/Subletting and assignment**

The bidder would not be allowed to sub-contract work without prior written approval of Authority, SUDA. In case the work is sub-contracted following the approval of the Authority, SUDA, the sole responsibility of the work shall lie with the bidder. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to SUDA.

### **3.15 Consequence of breach**

Should the selected bidder or a partner in the selected bidder firm commit breach of any of the conditions of this RFP/ LOA/Contract Agreement it shall be lawful for the CEO, SUDA to cancel the contract and complete the assignment at the risk and cost of this bidder. SUDA will also forfeit the Bank Guarantee.

### **3.16 Assistance to the Bidders**

The selected bidder shall be solely responsible to procure any material or obtain any import or other license or permit required for the fulfilment of the work order.

### **3.17 Number of Bids**

No bidder shall submit more than one bid. A Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Bidder, as the case may be.

### **3.18 Expenses Incurred During Bid Preparation**

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

### **3.19 Proprietary Data**

3.19.1. All documents and other information supplied by the SUDA or submitted by the Bidder to the SUDA shall remain or become the property of the SUDA. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The SUDA will not return any Bid or any information provided along therewith.

### **3.20 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party. However, the decision of CEO, SUDA in this regard shall be final and binding.

### **3.21 Evaluation Process: Evaluation of Proposals**

3.21.1. Notwithstanding anything to the contrary contained in this RFP, SUDA may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the tender documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the tender documents, SUDA's rights or the selected Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders, who are presenting eligible proposals.

- 3.21.2. The Authority shall open the Proposals as per the Date and time mentioned in “Quick information Data Sheet”, at the place specified in RFP and in the presence of the Bidders who choose to attend.
- 3.21.3. Prior to opening of financial Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- the Proposal is received in the form specified in the RFP document.
  - it is received by the PDD including any extension thereof pursuant to RFP.
  - it is accompanied by the Power of Attorney as specified in Clause 3.12.
  - it contains all the information (complete in all respects) as requested in the RFP.
  - it does not contain any condition or qualification; and
  - it is not non-responsive in terms hereof.
  - The bidder qualifies the minimum qualifying marks.
- 3.21.4. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 3.21.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process and criteria set out in Section 3 of this RFP.
- 3.21.6. After finding the bid responsive, the bidders who secure the minimum technical score shall be shortlisted by the Authority and shall open the financial proposal of only shortlisted bidder. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms as mentioned in Section 4.
- 3.21.7. Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 3.21.8. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

### **3.21.9. Confidentiality**

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in

confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

### **3.21.10. Clarifications**

3.21.10.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. No change in the substance of the Bid would be permitted by way of such clarifications.

3.21.10.2. If a Bidder does not provide clarifications sought under Clause 3.21.10.1 above within the specified time, its Proposal may be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

### **3.22 Evaluation of Technical Bid**

- a. The Technical Bids that are in substantial compliance with the eligibility criteria will be evaluated by the Evaluation Committee and may require meeting with the Bidders or presentations by the bidders on their bids, discuss the bids with each and request clarifications.
- b. Evaluation Committee & SUDA shall be the deciding authority in all matters related to the evaluation process of Technical and Financial Bids. The Technical Bids will be evaluated based on the submissions along with the technical bid.
- c. The Bidders Technical Bid shall be in compliance with the RFP stipulations to qualify for the opening of financial Bid.
- d. SUDA may, at the time of evaluation of the Technical Bid, request for additional information from the Bidder, which the Bidder shall provide within a specified period communicated by SUDA. The Bidder may also be asked to make a presentation to the Evaluation Committee on their proposal (if required)

### **3.23 Requirements for Substantial Compliance**

A Technical Bid that is in substantial compliance is one that confirms to the preceding requirements without material deviation or reservation. Prior to the evaluation of the Technical Bids, Evaluation Committee will determine whether each bid, as the case may be:

- 3.23.1. Qualifies as per the Minimum Eligibility Criteria and has documentary evidence annexed for Technical and Financial Capabilities
- 3.23.2. Is accompanied by the required documents mentioned in Instructions to Bidders and Section 4
- 3.23.3. Has provided Technical information as required (such is defined in RFP Documents) provides clarifications and/or substantiation that the Evaluation Committee may require for determining responsiveness.
- 3.23.4. Material Deviation: A material deviation or reservation is one:
  - Which affects in any substantial way the scope, quality or performance of the Project; or
  - Which limits in any substantial way, SUDA's rights or the Bidder's obligations under the Agreement.

### 3.24. Opening of Financial Bids

**Process:** Prior to opening of Financial Bid, Evaluation Committee will determine if (i) General Submissions and Technical Bids of Bidder meet the requirement (ii) Bid is technically qualified and if the submission satisfies (i) & (ii) then, Evaluation Committee will review and evaluate the Financial Bid. If the submission does not satisfy the criteria, the submission will be rejected, and the Bidder will be eliminated from further evaluation process.

- 3.24.1. **Abnormally Low Bid** is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. SUDA may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If after evaluating the price analyses, SUDA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

### 3.25. Requirements for Substantial Compliance:

Although the Financial Bid will be submitted at the same time with Technical Bid, it will be evaluated after completing the evaluation of Technical Bids. Prior to the detailed evaluation of the Price Bid, Evaluation Committee will determine whether each bid or Bidder, as the case may be:

- 3.25.1. continues to meet the eligibility criteria as given in this RFP
- 3.25.2. is in complete compliance with the General Submission and Technical Bid requirements.
- 3.25.3. has been properly signed and contains any required representations or commitments.
- 3.25.4. is presented in a manner that accords with the requirements of the RFP and follows the required pricing formats.
- 3.25.5. confirms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation.
- 3.25.6. Material Deviation: A material deviation or reservation is one
  - 3.25.6.1.1. which affects in any substantial way the scope, quality, or performance of the Project; or
  - 3.25.6.1.2. which limits in any substantial way, inconsistent with the bidding documents, SUDA's rights or the Bidder's obligation under the agreement
  - 3.25.6.1.3. Whose rectification would affect unfairly the competitive provision of other bidders presenting substantially responsive bids

#### 3.25.7. Corrections of Errors

- a. Bid determined to be substantially responsive will be checked by Evaluation Committee for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will prevail; and
- b. The corrections made by Evaluation Committee, as explained above, shall be considered as binding upon the bidder.

- c. If the bidder does not accept the corrections in bid, Evaluation Committee may reject the bid and Bid Security may be forfeited.

Bidder should provide all prices as per the prescribed format provided under “Financial Bid Form 20”. All prices are to be entered in INR ONLY (Values in any other currency are not allowed), SUDA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated. The Bidder needs to account for all Out of Pocket expenses related to Boarding, Lodging and other related items in the Financial bids. No additional charges shall be paid by SUDA, except GST if applicable.

### **3.26. Award Criteria**

The intention to sign Agreement would be conveyed by SUDA to the Preferred Bidder who satisfies all other compliance requirements, has been qualifying the minimum technical score and has scored the highest marks in the Quality based Least Cost Selection Method (QBLCS) as mentioned in the RFP (as per process described in Section 4). Prior to expiration of the bid validity period, SUDA will notify the Preferred Bidder by fax or e-mail confirmed by registered Letter of Intent/ Award (LOI/LOA) that his bid has been accepted.

### **3.27. Right to reject any or all Bids**

- 3.27.1 Notwithstanding anything contained in this RFP, SUDA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for its action.
- 3.27.2 SUDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the SUDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SUDA thereunder.
- 3.27.3 Any misrepresentation or furnishing an improper response shall lead to disqualification of the Bidder.
- 3.27.4 Further, in case disqualification or rejection occur after appointment of Selected Bidder or in case the selected bidder does not sign the Agreement, then the SUDA shall take any such measure as it deems fit in the sole discretion, including annulling the Bidding Process and proceeding with re-tendering the Project.

### **3.28. Right to Vary Scope of Contract**

SUDA may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the SUDA's changed order.

### **3.29. Issuance of LOI/LOA after evaluation and approval**

After completing the evaluation of Financial Bid and identifying the successful bidder, SUDA shall issue a Letter of Award/Intent (LoA/LOI) to the Successful Bidder, indicating its intention for signing the Contract Agreement. Within 30 days, upon issuance of such LoA/LOI to the Successful Bidder, the Bidder will be required to submit:

- Performance Security and other documents/compliances as mentioned in the LOA/LOI.
- The Performance Security/Performance Bank Guarantee shall be furnished in the format (Form 18) and validity specified in the Clause 3.30.

If the bidder fails to furnish the Performance Security and other documents/compliances within the stipulated period, SUDA would have a right to Forfeit the Bid Security of the Preferred Bidder and issue Letter of Intent/Award to the Next Preferred Bidder after due procedures. The decision of SUDA in this regard is final and binding.

### 3.30. Performance Security

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

- If a Bidder engages in any of the Prohibited/Fraud & Corrupt Practices specified in Clause 3.35 of this RFP;
- if the Bidder is found to have a Conflict of Interest as specified in Clause 3.32; and
- if the selected Bidder commits a breach of the Agreement.

An amount equal to 5% (Five percent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 3.30, which the agency will have to submit in the form of a Bank Guarantee valid for a period of contract duration plus 3 months from the date of signing of the Agreement, a draft format of which has been prescribed in this RFP and which may be forfeited and appropriated in accordance with the provisions hereof. Performance Security shall be returned to the PR Agency within 14 days of giving final clearance by the Client.

<b><u>Clients Bank Details – SUDA Bank Details</u></b>		
Beneficiary Name	:	CEO, STATE URBAN DEVELOPMENT AGENCY
Name of Bank	:	ICICI Bank
Address:	:	Bhanpuri, Raipur
A/c Number	:	181701000187
IFSC Code	:	ICIC0001817
PAN No	:	AAALS1568B
GSTN No	:	22AAALS1568B1DN

### 3.31. Signing of Contract Agreement

Selected Bidder shall sign Contract Agreement with SUDA within 30 days of issue of LoI/LOA, but only after furnishing of the Performance Security as stipulated above along with the other documents/compliances.



**3.32. Conflict of Interest**

The Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

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

**3.33. Rejection Criteria**

- 3.33.1. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- 3.33.2. Bid should be free of over writing. All correction or addition must be clearly written both in words and figures. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under circumstances as stated in 3.34 and 3.34.1.

**3.34. General Rejection Criteria**

- Bids not qualifying under eligibility criteria.
- Bids submitted without or improper EMD or RFP document fees.
- Bids received through Telex /Telegraphic / Fax / E-Mail.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidders is found to be incorrect / misleading at any stage /time during the Tendering Process.
- Any effort on the part of a Bidders to influence the SUDA's bid evaluation, bid comparison or contract award decisions.
- Bids received by the SUDA after the last date for receipt of bids prescribed in the bid document.
- Bids without signature of person (s) duly authorized on required (specified) pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- Technical Bid containing commercial details or any such hints/calculations/ extrapolations/records.
- Revelation of Prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the RFP/Tender documents, addendum (if any) and any subsequent information given to the Bidders.



- Bidders not complying with the General Terms and conditions as stated in the RFP/Tender Documents.
- The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

#### 3.34.1. Financial Bid Rejection Criteria

- Incomplete Financial Bid.
- Financial Bids that do not conform to the Tender's price bid format.
- Total price quoted by the Bidders does not include all statutory taxes and levies applicable.

### 3.35 FRAUD AND CORRUPT PRACTICES

- 3.35.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 3.35.2 Without prejudice to the rights of the Authority under Clause 3.35.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.35.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **"Corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of

any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- f) **“collusive practice”** means is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

- 3.35.4 The successful bidder will, prior to the commencement of the operation of the contract, make available to SUDA, the particulars of all the employees who will be employed on behalf of the bidder, such particulars inter-alia should include age, date of birth and permanent address of the employee should be enclosed. The bidder shall be responsible for engaging adequately trained manpower for providing efficient service.
- 3.35.5 The successful bidder shall obtain adequate insurance policy/ policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. The successful bidder shall be responsible for the safety and security of the personnel deployed for duty in office. In case of any accident to the personnel employed by the bidder, the bidder is liable to pay the compensation and any other statutory dues and payments and SUDA is not liable for any payment of such kind.
- 3.35.6 The successful bidder shall be fully responsible about the conduct of his employees and shall ensure that their behaviour with the citizens, SUDA personnel and other personnel directly or indirectly associated with the project is always good and cordial. If it is found that the conduct or efficiency of any person employed by the successful bidder is unsatisfactory, the bidder shall have to remove the person concern and engage a new one immediately. The decision of the designated officer in this regard shall be final and binding on the contracts.
- 3.35.7 The payment of salary/wages shall be disbursed by the successful bidder to his workmen. Salary/Wages to the workmen will be disbursed through ECS mode.
- 3.35.8 All the workers deployed by the successful bidder for carrying out tasks under the contract, shall be deemed to be the employees of the bidder. The bidder shall be solely responsible for their wages, fringe benefits, conduct, leave records, relievers etc. The bidder shall also provide its workers photo identity cards which shall be checked by the SUDA officials as and when necessary. SUDA shall in no way be responsible for any default with regard to any statutory obligations and the bidder will indemnify SUDA in case of any loss or damage or liability, which may arise on account of action of the bidder.
- 3.35.9 The successful bidder shall ensure that either he himself or his representative is available for proper Administration and supervision at the works.
- 3.35.10 The workmen employed by the successful bidder shall be directly supervised and controlled by the bidder and shall have no relation whatsoever with SUDA shall have no power to control

or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against SUDA for service or regularization of services by virtue of being employed by the Successful bidder in order to implement the project of SUDA against any temporary or permanent posts at SUDA.

3.35.11 The Successful bidder shall be responsible to maintain the equipment and other articles supplied by the SUDA, if any, in good condition. In case of any damage, bidder shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the bidder.

3.35.12 The bidder shall be liable with regard to compliance of all the laws regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws both Central & State in force in the State of Chhattisgarh including registrations with Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, Employees State Insurance (ESI) Act, GST Registration, Municipal Registrations etc.

### **3.36 Right to terminate the process**

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Authority.

### **3.37 Non-conforming bids**

A bid may be construed as a non-conforming bids and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP.
- ii. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

### **3.38 Amendment of Request for Proposal**

At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the website of SUDA through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the Authority's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the Authority.

## **Section 4: Process of Bidding and Qualification and Evaluation criteria**

**4.1 Purchase of RFP:** - The bidder has to purchase the RFP as mentioned in clause 3.3 of Section 3.

**4.2 EMD:** - Submission of EMD as per clause 3.5 of Section 3.

**4.3 Submission of RFP:** - As per clause 3.11 & 3.11.5 of Section 3

- 4.4** The Bids shall be opened by the Authority in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should carry the identity card or Letter of Authorization from the bidder firms to identify for attending the opening of bid. The bidder representatives who are present shall sign a register evidencing their attendance.

**There will be 2 bid opening events-**

1. **Envelope 1**-RFP Document Fees, Bid Security/EMD, **Envelope 2** Pre-qualification bid and **Envelope 3**- Technical bid/proposal.
2. **Envelope 4**- Financial Bid/proposal

The venue, date and time for opening the Pre-qualification bid and Technical Bid are mentioned in the Quick Information Data Sheet.

The venue, date and time for opening the financial bid would be communicated to the Technically Qualified bidders.

**4.5 Preliminary Examination of Bids/Proposals**

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- i. Not submitted in format as specified in the RFP document.
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Found with suppression of details.
- iv. With incomplete information, subjective, conditional offers and partial offers submitted.
- v. Submitted without the documents requested.
- vi. Non-compliant to any of the clauses mentioned in the RFP.
- vii. With lesser validity period

**4.6 Evaluation of Bid**

- The evaluation will be done in 3 stages i.e., Pre-Qualification Evaluation (PQ), Technical-Qualification Evaluation (TQ) & Financial/Commercial Evaluation of the proposal submitted by the bidders.
- The bidders will be shortlisted based on the Pre-Qualification criteria as given in Section 4 of the RFP document.
- The Bidders who qualify in Pre-Qualification (PQ) evaluation will be eligible for opening of Technical Evaluation.
- The Bidders have to score more than or equal to 80 marks out of 100 marks in the Technical Evaluation to be considered for Financial Evaluation.

- The Financial Proposals of the Bidders who have qualified in the Technical Evaluation will be evaluated.
- The Financial Bids will be evaluated under Least Cost Selection (LCS) after technical evaluation as indicated above. Therefore, it's Quality based Least cost selection process (QBLCS).
- Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.
- The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.
- The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### 4.6.1. Stage 1: Pre-qualification

- i. Authority shall validate the **Envelope 1** "RFP document fees & Bid Security/Earnest Money Deposit (EMD)+ Other Forms/declaration required in Original" on the day of opening the pre-qualification bid and technical bid as stated in the Quick Information Data Sheet.
- ii. If the contents of the **Envelope 1** are as per requirements, Authority shall open the **Envelope 2**- "Pre-Qualification Bid". Each of the applicable Pre-Qualification condition mentioned in Section 4.7 is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- iii. Financial bid will not be opened for those bidders, who don't qualify the Pre-Qualification evaluation.

#### 4.6.2. Stage 2: Technical Evaluation

- i. **Envelope 3** "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- ii. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive against the criteria mentioned in 4.8. Bids that are not substantially responsive are liable to be disqualified.
- iii. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get Technical Score of more than or equal to 80%(80 Marks) in Technical Evaluation will qualify for Commercial/ Financial Evaluation stage.
- iv. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation.

#### 4.6.3. Stage 3: Commercial/Financial Evaluation

The Financial Proposals of the bidders who have qualified in the Technical Evaluation will be evaluated. All the technically qualified bidders will be notified to participate in Financial Bid opening process.

- i. The Financial Proposals of the Bidders who have qualified in the Technical Evaluation will be evaluated.
- ii. The Financial Bids will be evaluated under Least Cost Selection (LCS) after technical evaluation as indicated above. Therefore, it's Quality based Least cost selection process (QBLCS).
- iii. The Financial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- iv. Financial bids that are not as per the formats provided Form 20 shall be liable for rejection.
- v. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

#### 4.7. Conditions of Pre-Qualification and Eligibility of Bidder/s

S. No.	Parameter	Eligibility Criteria	Supporting document to be Submitted
1	<b>Legal Entity</b>	<p>Bidder should be a</p> <ul style="list-style-type: none"> <li>• A Company registered under the Companies Act, 2013 (OR the Companies Act, 1956)</li> <li>OR</li> <li>• A Partnership firm registered under Limited Liability Partnership (registered under LLP Act 2008)</li> <li>OR</li> <li>• A Partnership firm registered under Indian Partnership Act, 1932</li> </ul> <p>And</p> <p>should be in existence in India for at least the last 5 years as on 31.03.2025.</p>	<p>Bidder should submit documents as following:</p> <ol style="list-style-type: none"> <li>a. Certificate of Incorporation/ registration</li> <li>b. Copy of GST Registration Certificate.</li> <li>c. Copy of PAN</li> </ol>

S. No.	Parameter	Eligibility Criteria	Supporting document to be Submitted
2	<b>Turnover</b>	The Bidder should have <b>minimum Rs. 8 Crores as average annual Turnover from Public Relation (PR)</b> related services in the last 3 consecutive audited financial years (2021-22, 2022-23 and 2023-24).	Bidder should submit any of the following:  a. Copies of Certified audited Financial statements/ Balance sheet / Profit & Loss statement for last Three financial years as of 31 <sup>st</sup> March 2024.  b. Certificate from the statutory auditor /Certificate from CA regarding this condition.
3	<b>Net worth</b>	Bidder should have positive Net worth after tax during in last financial year (2023-24).  Net worth (NW) = Share Capital +Reserves and Surplus — Miscellaneous Expenditure-Revaluation Reserves, if any	Certificate from the statutory auditor /Certificate from CA regarding this condition.
4	<b>Technical Capability</b>	The Bidder have successfully executed/is executing Public Relation/Communication/ Media management in India for any Central Govt./State Government Organization/ PSU / ULB in last 7 years as on the last date of bid submission:  <ul style="list-style-type: none"> <li>1 project with contract value not less than Rs. 3.5 Crores</li> </ul> OR <ul style="list-style-type: none"> <li>2 projects with contract value not less than Rs. 2.2 Crore each</li> </ul> OR <ul style="list-style-type: none"> <li>3 projects with contract value not less than Rs. 1.7 Crore each</li> </ul>	Bidder should submit the documents as following:  a. Project Description summary  b. Bidder should submit the PO / Work Orders.  c. Project Completion/ Provisional Completion/Ongoing Certificate from the client or CA certificate mentioning payment received till date  <b>Note:</b>  a) Multiple Order copy against the Same RFP/ Tender will be considered as single order and cumulative Value of all the order will be considered as single Project.  b) Completion certificate/ work order SHOULD include



S. No.	Parameter	Eligibility Criteria	Supporting document to be Submitted
			scope of work clearly highlighting the required experience. Absence of terms required to clearly distinguish scope may result in disqualification of the submitted project against bid evaluation.  c) For ongoing project, Experience the project should be atleast 6 months old on the last date of bid submission.
5	<b>Manpower</b>	The Bidder should have at least 40 Media/mass communication experts (with Degree/ Diploma in Mass Communication/MBA) on its payroll to provide necessary support for the project as on date of submission of the bid.	Bidder should submit the self-declaration letter by the authorized signatory (HR Head/Power of Attorney Holder)
6	<b>Blacklisting</b>	As on date of submission of the proposal, the Bidder, shall not be under a declaration of ineligibility for corrupt or fraudulent practices with any of the State government/ Central Government / semi government / PSU / Municipal agencies in India at the time of submission.	Bidder should submit Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head (Form-4 ).
7	<b>Local Office</b>	The bidder should have or submit an undertaking to establish (if work gets awarded) an office in Raipur/ Nava Raipur Atal Nagar, Chhattisgarh	Bidder should submit requisite proof of having office in Raipur/ Nava Raipur Atal Nagar, Chhattisgarh or submit undertaking on Rs 100 Stamp Paper to establish one within 1 month from award of work.

Bidder must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for further evaluation.

To be eligible for technical evaluation of its Proposal, the bidder shall fulfil the following:

**Note:**

- The Bidders are mandated to submit documentary evidence of the parameters being evaluated, failing which bids shall be out rightly considered as disqualified.
- The bidders MUST ensure that all scanned documents are legible. Non-legible text may lead to disqualification of the document.



- c) Bidders should ensure that the information sought for the evaluation can be easily inferred from the submitted documents. For this, all bidders are required to properly paginate and create a table of content for all project related documentation which they intend to submit. Documents related to a single project should be clubbed together instead of presenting it in a jumbled-up manner.
- d) All bidders are required to attach only the relevant number of projects required against evaluation parameters (after properly reading the requirement). Bidders are discouraged from submitting a huge lot of irrelevant projects with an underlying malafide intention to confuse the bid evaluation team.

#### 4.8. Technical Evaluation Criteria

The Bids will be evaluated as per following technical evaluation criteria:

Sr No.	Description	Supporting document to be Submitted	Maximum Marks
1.	<p>Average annual turnover of bidder in the last 3 consecutives audited financial years (2021-22, 2022-23 and 2023-24) from <b>Public Relation</b> related services.</p> <ul style="list-style-type: none"> <li>• <math>\geq 8</math> Cr and <math>&lt; 16</math> Cr: 7 marks</li> <li>• <math>\geq 16</math> Cr and <math>&lt; 24</math> Cr: 8 marks</li> <li>• <math>\geq 24</math> Cr and <math>&lt; 32</math> Cr: 9 marks</li> <li>• <math>\geq 32</math> Cr=10 marks</li> </ul>	<p>Bidder should submit any of the following:</p> <ul style="list-style-type: none"> <li>a. Copies of Certified audited Financial statements/ Balance sheet / Profit &amp; Loss statement for last Three financial years as of 31<sup>st</sup> March 2024.</li> <li>b. Certificate from the statutory auditor /Certificate from CA regarding this condition.</li> </ul>	10
2.	<p>The Bidder should have successfully completed or in the process of completion at least the following numbers of projects in last 7 years as on last date of bid submission of value specified herein:</p> <ul style="list-style-type: none"> <li>• 1 project with contract value not less than Rs. 3.5 Crores</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• 2 projects with contract value not less than Rs. 2.2 Crores each</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• 3 projects with contract value not less than Rs. 1.7 Crores each</li> </ul> <p>For any Additional Project</p> <p>Project of value</p> <ul style="list-style-type: none"> <li>• <math>\geq</math> INR 1.7 Crores -5 Marks for each Project</li> </ul> <p><b>Note: Definition of Project for this context:</b> Public Relation related services (for any Central</p>	<p>Bidder should submit the documents as following:</p> <ul style="list-style-type: none"> <li>a. Project Description summary</li> <li>b. Bidder should submit the PO / Work Orders.</li> <li>c. Project Completion/ Provisional Completion/Ongoing Certificate from the client or CA certificate mentioning payment received till date</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>a) Multiple Order copy against the Same RFP/ Tender will be considered as single order and cumulative Value of all the order will be considered as</li> </ul>	25

Sr No.	Description	Supporting document to be Submitted	Maximum Marks
	Govt./State Government Organization/ PSU / ULB)	single Project. b) Completion certificate/ work order SHOULD include scope of work clearly highlighting the required experience. Absence of terms required to clearly distinguish scope may result in disqualification of the submitted project against bid evaluation. c) For ongoing project, Experience the project should be at least 6 months old on the last date of bid submission.	
3.	The Bidder should have at least 40 Media/mass communication experts (with Degree/ Diploma in Mass Communication/MBA) on its payroll to provide necessary support for the project as on date of submission of the bid. <ul style="list-style-type: none"> <li>At least 40 experts=6 Marks</li> <li>&gt;40 - 50 experts=8 Marks</li> <li>&gt; 50 experts= 10 Marks</li> </ul>	Bidder should submit the self-declaration letter by the authorized signatory (HR Head/Power of Attorney Holder)	10
4.	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	Technical Proposal and Technical Presentation {Notes to Bidder: The client will assess whether the proposed understanding, methodology is clear, responds to the TOR and leads to achieving results. The Bidder shall also clearly define methodology to achieve the milestones envisaged in the RFP} — Marks shall be awarded by the Committee constituted by the Client.	25
4.1	Technical approach and methodology		5
4.2	Understanding of scope of work and proven similar experiences		5
4.3	Organization and staffing		5
4.4	Technical Presentation		10
5.	<b>Key Experts' qualifications and competence for the Assignment</b>		30
K1	<b>Team Leader</b> <b><u>Minimum Educational Qualifications:</u></b> Post-graduate in Mass Communication/ MBA/ Public Policy/ Media Studies from reputed institutes in India or abroad. = 1 Marks	Curriculum Vitae As per format mentioned in Form-17	5

Sr No.	Description	Supporting document to be Submitted	Maximum Marks
	<p><b><u>Work Experience:</u></b></p> <ul style="list-style-type: none"> <li>• Minimum 10 years of experience in managing communications for public/Private sector entity and leading projects on branding, mass communication, social media of large scale= 1.5 Marks</li> <li>• Minimum 5 years of experiences as Team Leader/Project Manager in projects/engagements on branding, mass communication, social media of large scale for any Govt. /Private Organization = 1.5 Marks</li> <li>• Minimum 2 years of experiences as Team Leader/Project Manager in projects/engagements on branding, mass communication, social media of large scale for Central/State Government Department/ Organization/ ULB/ PSUs= 1 Marks</li> </ul>		
K2	<p><b>Brand Specialist and coordinator</b></p> <p><b><u>Minimum Educational Qualifications:</u></b> Post-graduate in Mass Communication/ MBA (in marketing) from reputed university= 0.5 Mark</p> <p><b><u>Work Experience:</u></b></p> <ul style="list-style-type: none"> <li>• Minimum 8 years' experience in strategy and communications and related fields of media/ branding/ mass communication. = 1 Mark</li> <li>• Should have worked on atleast 3 similar assignments with Government Department = 0.5 Marks for each assignment (maximum 1.5 marks)</li> </ul>		3
K3	<p><b>Social Media Manager</b></p> <p><b><u>Minimum Educational Qualifications:</u></b> Post-graduate in Mass Communication/ Media Studies / MBA= 1 Mark</p> <p><b><u>Work Experience:</u></b> Minimum 5 years of experience and proven skills in managing communication projects, excellent working knowledge and handling of social media management tools and applications. Knowledge of digital marketing tools, Editing tools, expertise in SEO, SEM.=2 Mark</p>		6 (3 marks for each resource x2 resource)
K4	<p><b><u>Mass Media Manager</u></b></p> <p><b><u>Minimum Educational Qualifications:</u></b> Post-graduate in Mass Communication/ Media Studies / MBA= 1 Mark</p>		2

Sr No.	Description	Supporting document to be Submitted	Maximum Marks
	<b><u>Work Experience:</u></b> Minimum 5 years of experience and proven skills in managing communication projects, excellent working knowledge and handling of Mass media management. =1 Mark		
K5	<b><u>Content Writer Cum Communication Specialist</u></b> <b><u>Minimum Educational Qualifications:</u></b> Master's degree in Mass Communication/ English Literature /Hindi Literature =1 Mark <b><u>Work Experience:</u></b> Minimum 5 years of experience and skills in content writing in Hindi, English and Chhattisgarhi. =1 Mark		6 (2 marks for each resource x3 resource)
K6	<b><u>Graphic Designer</u></b> <b><u>Minimum Educational Qualifications:</u></b> Bachelor's Degree in Fine Arts/Graphic Design= 0.5 Mark <b><u>Work Experience:</u></b> Minimum 3 years of experience in graphic design of posters, magazines, motion graphics, coffee table books and other similar collaterals along with video editing for social media/ print media/TV media. = 1 Mark		3 (1.5 marks for each resource x2 resource)
K7	<b><u>Photographer</u></b> <b><u>Minimum Educational Qualifications:</u></b> Bachelor's degree/ Diploma in multimedia / Graphic Designing /Photography/Fine arts from a recognized college/university=0.5 Marks <b><u>Work Experience:</u></b> Minimum 3 years of experience as Photographer=0.5 Marks		2 (1 mark for each resource x2 resource)
K8	<b><u>Videographer</u></b> <b><u>Minimum Educational Qualifications:</u></b> Bachelor's degree/ Diploma in multimedia / Graphic Designing /Photography/Fine arts from a recognized college/university =0.5 Marks <b><u>Work Experience:</u></b> Minimum 3 years of experience as Photographer with expertise in using Drone based camera =0.5 Marks		2 (1 mark for each resource x2 resource)

Sr No.	Description	Supporting document to be Submitted	Maximum Marks
K9	<b>Photo and Video Editor</b> <b><u>Minimum Educational Qualifications:</u></b> Bachelor's degree/ Diploma in multimedia / Graphic Designing /Photography/Fine arts from a recognized college/university =0.5 Marks  <b><u>Work Experience:</u></b> Minimum 3 years of experience in Still photo, Video and Audio editing=0.5 Marks		1
<b>Total Marks</b>			<b>100</b>

**Note:**

- All the key members as per above mentioned qualification criteria shall be deployed to office setup in Nava Raipur Atal Nagar, Chhattisgarh with arrangements of attending regular meetings at Client office till implementation phase.
- The Minimum technical score required to pass is: 80
- The Bids who comply with Prequalification criteria and score Minimum Technical score  $\geq 80$  Marks would only be considered for Financial evaluation.

**4.9. Financial Evaluation**

Financial Bid of Bidders who qualify the **Stage 1 and Stage 2** shall be opened in the presence of the representatives of qualified Bidders, who choose to attend.

The Bidder with lowest financial bid will be treated as L1 bidder.

**4.10. Overall Evaluation**

Bidder Selection will be entirely based on **Least Cost Selection Method**.

**4.11. Negotiations**

Negotiations may, however, be undertaken with successful bidder, when the rates are considered to be higher than the prevailing market rates or found to be on higher side upon analysing by bid evaluation committee. The bid evaluation committee shall have full power to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

**Section 5: General Terms of Condition****PROPOSED FORM OF CONTRACT Agreement**

This AGREEMENT (hereinafter called the “Agreement”) is made on the .....day of the month of ..... 20..., between, on the one hand, the [SUDA, acting through ..... ] (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “Public Relations Management Agency (PR Agency)” which expression shall include their respective successors and permitted assigns).

**WHEREAS**

- A) The Authority vide its RFP for “**Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**” (hereinafter called the “Project”);
- B) The Public Relations Management Agency submitted its proposals for the aforesaid work, whereby the Public Relations Management Agency to the Authority that it had the required professional skills, and in the said proposals the PR Agency also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C) the Authority, on acceptance of the aforesaid proposals of the Public Relations Management Agency , awarded the work to the PR Agency vide its Letter of Award/ Letter of Intent dated ..... (the “LOA/ LOI”) (hereinafter referred to as “the Assignment”) for the Capital Cost Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) and Operational Cost Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) including Service Fee of Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) per successful transaction (hereinafter referred to as the “Service Fee”) inclusive of all applicable taxes, duties, cess, statutory charges levies and any other charges except the GST subject to fulfilment of all terms and conditions specified in the RFP document of the SUDA and LOA issued by SUDA to the PR Agency; and
- D) in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

**1. General**

In this Contract, the following terms shall be interpreted as indicated below and the Public Relations Management Agency must bind all the definitions and prepare financial quotations.

**1.1. Definitions and Interpretation:**

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

- “Agreement”: means this Agreement, together with all the Annexures.
- “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 Manage service provider only

after receiving a written communication from the Client.

- “Applicable Law(s)” shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, byelaws, 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.
- “Assignment” shall mean the Services to be provided, carried out and/or performed by the Public Relations Management Agency (PR Agency) as provided in the scope of services, under the terms of RFP Documents.
- “Affiliate” or “Associate” shall mean a body corporate or any other legal entity which is under the control of the PR Agency or does have control over the PR Agency, directly or indirectly.
- “Confidential Information”: shall have the meaning set forth in Clause 3.3.
- “Conflict of Interest”: shall have the meaning set forth in Clause 3.2 read with the provisions of RFP.
- “Public Relations Management Agency”/ “Selected Bidder”/ “Bidder”: Shall mean the bidder fulfilling all the conditions as mentioned in RFP for prequalification, marking and having been selected as the preferred bidder by the client for execution of Contract for the scope as mentioned in the said RFP.
- “Contract”: means the Service Agreement entered into between the Client and the Public Relations Management Agency (PR Agency) together with all the Appendices, Annexure and schedules mentioned and enclosed thereto.
- “Contract Price” or “Service Fee” means the price payable to the Public Relations Management Agency (PR Agency) under the contract for the full and proper performance of all its contractual obligations.
- “Contract Period” means the period of contract from the date mentioned in Notice to commence/Proceed as defined in the SCC.
- “Competent Authority” means the agency, or the person authorized by Government of Chhattisgarh in present case State Urban Development Agency (SUDA), 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.
- “Day” means calendar day and “year” means 365/366 days.
- “Dispute”: shall have the meaning set forth in Clause 9.2.1.
- “Client / Employer” means STATE URBAN DEVELOPMENT AGENCY (SUDA), Chhattisgarh, and includes its successor(s) in interest and permitted assigns.
- “Effective Date”: means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- “Final Clearance” means the final clearance given by the Client upon successful completion of all the Services as specified in Scope of Services.
- “GCC” mean this General Conditions of Contract;
- “SUDA” means State Urban Development Agency.
- “Government” means the Government of Chhattisgarh (GoCG) 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.
- “Letter of Award” means the formal acceptance of the bid/ proposal by the Client.
- “INR, Re. or Rs.”: means Indian Rupees



- “Member”: in case the Public Relations Management Agency (PR Agency) consists of a consortium of more than one entity, means any of these entities, and “Members” means all of these entities (If Applicable);
- “Party”: means the Authority or the Public Relations Management Agency, as the case may be, and Parties means both of them;
- “Personnel”: means persons hired by the Public Relations Management Agency (PR Agency) as employees and assigned for the performance of the Services or any part thereof;
- “RFP”: shall mean this Request for Proposal along with all schedules, Annexures and RFP Project Document attached thereto and shall include any modification, amendment or alterations thereto.;
- “Services”: means the work to be performed by the Public Relations Management Agency (PR Agency) pursuant to this Agreement, as described in the Terms of Reference hereto;
- “Third Party”: means any person or entity other than the Government, the Authority, the Public Relations Management Agency (PR Agency).
- Project sites means the place or places named in the schedule or requirements for delivery of services.
- Pre-qualification and Technical bid means that part of the offer that provides information to facilitate assessment by SUDA, professional, technical and financial standing of the Public Relations Management Agency (PR Agency), conformity to specifications etc.
- All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

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

- Agreement
- Letter of Award/Appointment/Intent
- Annexures/appendix/schedule of RFP; and
- RFP;

## **1.2. Relation between the parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Public Relations Management Agency (PR Agency). The relationship of parties under this Agreement is on “Principle to Principle basis”. The Public Relations Management Agency (PR Agency) shall provide, carry out and perform the Services under this Agreement, as an independent Agency. The execution of the Services or the performance of the Services under the contract shall not be construed to create or intend to create a partnership, or a joint venture or Client employee relationship between the Parties. The employees/personnel of the Public Relations Management Agency (PR Agency) shall always considered to be the employees of Public Relations Management Agency (PR Agency) for all purposes whatsoever under this Contract and they shall not have any right or claim of employment against the Client. The Public Relations Management Agency (PR Agency) shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.



### **1.3. Rights and Obligations**

The mutual rights and obligations of the Public Relations Management Agency (PR Agency) shall be as set forth in the Agreement, in particular:

- the Public Relations Management Agency (PR Agency) shall carry out the Services in accordance with the provisions of the Agreement; and
- the Authority shall make payments to the Public Relations Management Agency (PR Agency) in accordance with the provisions of the Agreement.

#### **1.3.1. Public Relations Management Agency 's General Responsibilities**

The Public Relations Management Agency shall, with due care and diligence, prepare (to the extent provided for by the Contract) and complete the Services in accordance with the provisions of the Contract.

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

The PR Agency will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Client's country and will indemnify the Client from all demands or responsibilities arising from accidents or loss of life. The PR Agency will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.

The PR Agency is responsible for and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state of the art methods and economic principles and exercising all reasonable means to achieve the performance specified in the Contract.

The PR Agency must provide a team of qualified technical persons for constant interaction with SUDA officials during the entire duration of contract including installation, customization, testing, validation, trials, live running and maintenance.

The PR Agency is obliged to work closely with the Client's staff, act within its own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. PR Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

The PR Agency is obliged to implement the "Minimum Wages Act" of the state.

In addition to the above, the Public Relations Management Agency (PR Agency) shall also comply with the provisions as mentioned in Special Conditions of the Contract (SCC).

**1.3.2. Contract Agreement**

The Public Relations Management Agency (PR Agency) shall, enter into and execute the Agreement with the Client in the form annexed to these conditions with such modifications as may be necessary.

**1.3.3. Sufficiency of Bid**

The Public Relations Management Agency (PR Agency) shall be deemed to have based his Bid on the data made available by the Client and on his own inspection and examination, all as aforementioned.

The Public Relations Management Agency (PR Agency) shall be deemed to have satisfied himself as to the correctness and sufficiency of the Bid and of the stages and milestones stated in the Scope of Services under Section 7, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the deliverables, reports etc.) and all matters and things necessary for the proper completion of the Services.

**1.3.4. Services to be in Accordance with Contract**

The Public Relations Management Agency (PR Agency) shall carry on, provide and / or perform the services in accordance with the Contract to the satisfaction of the Client. The Public Relations Management Agency shall comply with and adhere strictly to the Client/Client Representative's instructions on any matter, whether mentioned in the Contract, or not, touching or concerning the Services.

**1.3.5. Performance Security/ Performance Bank Guarantee**

The Public Relations Management Agency (PR Agency) shall provide Performance Security for due and faithful performance of the Contract to the Client within 30 days after the receipt of the Letter of Award/ Intent. The performance security shall be in the form of unconditional bank guarantee issued by any Nationalized/Scheduled Bank located in India, of an amount as specified in the RFP or SCC and in the form provided in Form 18 of this RFP documents. The cost of complying with the requirements of this clause shall be borne by the PR Agency. When providing such security to the Client, the PR Agency shall notify the Client/Client's Representative of so doing.

The Performance Security will be for an amount equivalent to 5% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Security/ Performance Bank Guarantee shall be borne by the PR Agency.

**1.3.6. Period of validity of Performance Security/ Performance Bank Guarantee**

The Performance security shall be valid for the Contract Period plus three (3) months. No claim shall be made after giving final clearance by the Client and the Performance Security shall be returned to the PR Agency within 14 days of giving final clearance by the Client.

**1.3.7. Client/Client's Representative at Liberty to Object**

The Client/Client Representative shall be at liberty to object to and require the PR Agency to remove forthwith from the Services any person provided by the PR Agency who, in the opinion of the Client/Client's Representative, misconducts himself, or is incompetent or negligent in the performance of his duties, or whose presence on the Services is otherwise considered by the

Client/Client Representative to be undesirable, and such person shall not be again allowed upon the Services without the consent of the Client/Client Representative. Any person so removed from the Services shall be replaced by competent person with qualifications and experience satisfying the requirements of this RFP, shall have equivalent or better qualifications and experience than the original person as approved by the Client/Clients Representative.

### **1.3.8. Language Ability of Public Relations Management Agency 's Staff**

It is expected that the Public Relations Management Agency and his representative shall have adequate knowledge of English, Hindi and/or local language Chhattisgarhi so as to ensure proper transmission of instructions and information.

A reasonable proportion of the PR Agency personnel shall have working knowledge of Hindi, English and Chhattisgarhi.

### **1.3.9. Compliance with Statutes, Regulations**

The Public Relations Management Agency (PR Agency) shall conform and comply in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- a. any National or State Statute, Ordinance, or other Law, or any regulation, or by law of any local or other duly constituted authority in relation to providing, performing, carrying out and completion of the Services and the remedying of any defects therein, and
- b. The Public Relations Management Agency (PR Agency) shall, at all times during the period of Contract for providing the Services shall comply fully with all labour laws, Acts, rules & regulations. The manpower so deployed by the PR Agency shall remain under the control and supervision of the PR Agency and the PR Agency shall be liable for payment of their wages, EPF, ESI, Bonus etc., as applicable, and all other dues payable under various labour regulations and other statutory provisions. The PR Agency shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

And the PR Agency shall keep the Client indemnified against all penalties and liability of every kind for breach of any such provision.

### **1.3.10. Other obligations**

1. The main objective of the Services is to provide, carry out and/or perform the Services as per the terms of RFP Document and the Contract.
2. The Public Relations Management Agency (PR Agency) shall provide, carry out and perform the Services in accordance with the Scope of Work. The Public Relations Management Agency shall be liable to pay penalty for any non-performance/poor performance of the Services.
3. The Public Relations Management Agency (PR Agency) shall study carefully the technical/other information's provided by the Client and shall visit the site as and when required. In the event that the PR Agency becomes aware of any errors or doubts about the information and data provided, the PR Agency Partner shall notify in time in writing.
4. The Public Relations Management Agency (PR Agency) shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of their personnel or employees at their own risk and responsibility. The prime responsibility rests with the Public Relations Management Agency (PR Agency) for any of the tasks and activities that are performed by their personnel or employees. The Public Relations Management Agency (PR Agency) shall have the responsibility to inform in writing to the Client of information that has

obvious defects in data, information and reports provided.

5. The Public Relations Management Agency (PR Agency) shall comply with all the provisions of law, rules, regulations and compliances applicable for the performance of the services.
6. The PR Agency at all Stages shall coordinate with the other parties associated or appointed by the Client for this Services.
7. The PR Agency shall designate at their cost a representative authorized to render decisions on behalf of the PR Agency and to exercise the duties and obligations of the PR Agency and to deal with matters in relation to the Services.
8. The Public Relations Management Agency shall be liable to Client for the Performance of Services in accordance with the provision of this Contract and for the losses suffered by Client, as a result of any failure or default of the PR Agency, its Agents or servants in Performance of Services.

### 1.3.11. Compliance with Contract Labour Act

The selected bidder/ Public Relations Management Agency has to adhere to the following but not limited to labour laws and acts, along with minimum wages act.

- The Contract Labour (Regulation and Abolition) Act, 1970
- The payment of Wages Act, 1936
- The Industrial Disputes Act, 1947
- The employee's provident funds and miscellaneous provisions Act, 1952
- The employees State Insurance act, 1948
- The payment of Bonus Act, 1965
- The payment of Gratuity Act, 1972
- The Equal Remuneration Act, 1976
- The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service Act, 1979

The selected bidder/ Public Relations Management Agency shall comply with all provisions of the contract labour (Employment & Regulation) Act and rules from time to time.

## STATUTORY LABOUR LAWS COMPLIANCE REQUIREMENT

Sr No	Labour laws applicable	Rates	Proof of documents to be maintained by the bidder
1.	The Contract Labour (Abolition & Regulation) Act, 1970		<ul style="list-style-type: none"> <li>• Regional office to be registered with local labour office and registration certificate to be obtained.</li> <li>• Copy of valid labour license issued by local labour office to the bidder based on work order.</li> </ul>

Sr No	Labour laws applicable	Rates	Proof of documents to be maintained by the bidder
2.	The Employees Provident Funds and Miscellaneous Provision Act, 1952	EPF- As applicable at the time of payment.  EDLI- As applicable at the time of payment  Admin Charges-As applicable at the time of payment	<ul style="list-style-type: none"> <li>Monthly electronic challan cum Receipt (ECR) of EPFO having details contributions for applicable resources deployed.</li> </ul>
3.	The Employee State Insurance Act, 1948	ESI- As applicable at the time of payment	<ul style="list-style-type: none"> <li>Monthly Contribution History sheet (CHS) of ESIC having detail of contributions for the applicable resources deployed.</li> </ul>
4.	The payment of Bonus Act, 1965	Bonus: As applicable at the time of payment	<ul style="list-style-type: none"> <li>Wage slip and copy of Bank Passbook/statement of the applicable resources deployed indicating credit of bonus.</li> </ul>
5.	The Payment of Gratuity act. 1972	As applicable at the time of payment.	<ul style="list-style-type: none"> <li>Declaration by bidder on its printed letter head stating adherence to the Act &amp; its rules.</li> </ul>
6.	The Equal Remuneration Act, 1976		<ul style="list-style-type: none"> <li>Declaration by bidder on its printed letter head stating adherence to the Act &amp; its rules.</li> </ul>
7.	The inter- state migrant workmen (Regulation of Employment and Conditions of service) Act, 1979		<ul style="list-style-type: none"> <li>Declaration by bidder on its printed letter head stating adherence to the Act &amp; its rules.</li> </ul>

#### 1.4. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts of Raipur/Bilaspur in the State of Chhattisgarh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### 1.5. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in same languages. However, the notice from the client can be drafted in either English or Hindi.

#### 1.6. Table of Contents and Heading

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

**1.7. Notices**

Any notice given by one party to the other pursuant to the contract shall be sent to the other Party in connection with the matters contemplated by this Agreement shall be in writing and shall:

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

**1.8. Location**

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

**1.9. No interest for EMD and Performance Bank Guarantee**

No interest shall be paid on the Earnest Money Deposit and Performance Bank Guarantee.

**1.10. Authorised Representative**

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the PR Agency, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.2 & 1.10.3 of 1.10.

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

Chief Executive Officer,  
State Urban Development Agency,  
4<sup>th</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar,  
Chhattisgarh - 492002  
Phone No. 0771-222405  
Email ID: osd.suda@yahoo.com

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone No. : \_\_\_\_\_ Email ID: \_\_\_\_\_

## **1.11. Taxes and Duties**

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

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

### **2.1. Effectiveness of Agreement**

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

### **2.2. Commencement of Services**

The PR Agency shall commence the Services immediately after signing of the contract, or such other date as may be mutually agreed.

### **2.3. Termination of Agreement for failure to Commence Services**

If the PR Agency does not commence the Services immediately after signing of the contract as specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the PR Agency, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security/Performance Bank Guarantee of the PR Agency shall stand forfeited.

### **2.4. Expiry of Agreement**

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



## **2.5. Entire Agreement**

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

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

## **2.6. Modification of Agreement**

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

## **2.7. Force Majeure**

### **2.7.1. Definition**

- a. For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2. No breach of Agreement**

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

### **2.7.3. Measures to be taken**

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon



as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### **2.7.4. Extension of Time**

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

#### **2.7.5. Payments**

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

#### **2.7.6. Consultation**

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

#### **2.8. Suspension of Agreement**

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

#### **2.9. Termination of Agreement**

##### **2.9.1. By the Authority**

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

- a. the PR Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause
- b. 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- c. the PR Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- d. the PR Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

- e. All the penalties are kept to maximum of 10% of contract value after which contract is liable to be terminated on the discretion of Authority
- f. the PR Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the PR Agency knows to be false;
- g. any document, information, data or statement submitted by the PR Agency in its Proposals, based on which the PR Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- h. as the result of Force Majeure, the PR Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- i. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- j. In case the PR Agency does not perform the Services as per the Contract.
- k. If the Client considers that the PR Agency is without any valid reason not discharging his obligations, he can inform to the PR Agency by notice stating the grounds for the notice. If a satisfactory reply is not received within fifteen (15) days thereof.
- l. If the Client is of an opinion that the PR Agency has resorted to any fraudulent practise and has impacted the implementation of the services detrimentally, then the Client can terminate the contract by giving 15 days' notice to the PR Agency to represent their stand on the same, failing which the client shall terminate the contract and have right to forfeit the Performance security and debar the PR Agency from participating in any future services/works for 2 Calendar Years from the date of such debarment.

#### **2.9.2.By the Public Relations Management Agency**

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

- a. the Authority fails to pay any money due to the PR Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 120 (One Hundred and Twenty) days after receiving written notice from the Public Relations Management Agency (PR Agency) that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 120 (One Hundred and Twenty) days (or such longer period as the PR Agency may have subsequently granted in writing) following the receipt by the Authority of the PR Agency's notice specifying such breach;
- c. as the result of Force Majeure, the PR Agency is unable to perform a material portion of the Services for a period of not less than 120 (One Hundred and Twenty) days; or
- d. the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

**2.9.3. Cessation of rights and obligations**

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

**2.9.4. Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the PR Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**2.9.5. Payment upon Termination**

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

- a. remuneration for Services satisfactorily performed prior to the date of termination;
- b. reimbursable expenditures for expenditures actually incurred prior to the date of termination; (if applicable)

**2.9.6. Disputes about event of termination**

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

**2.9.7. Termination for Convenience:**

The State Urban Development Agency reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the State Urban Development Agency convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **3. Obligation of the PR Agency**

#### **3.1. General**

##### **3.1.1. Standards of Performance**

The PR Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The PR Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealing Third Parties.

##### **3.1.2. Terms of Reference (ToR)**

The scope of services to be performed by the Public Relations Management Agency (PR Agency) is specified in the Terms of Reference (the "TOR") at Section 7 of the RFP document. The PR Agency shall provide the deliverables specified therein in conformity with the time schedule stated therein.

#### **3.2. Conflict of Interest**

**3.2.1.** The Public Relations Management Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

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

##### **3.2.3. Prohibition of Conflicting Activities**

Public Relations Management Agency shall not engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.

- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
  - c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- 3.2.4.** Public Relations Management Agency not to benefit from commissions, discount, etc. The remuneration of the Public Relations Management Agency shall constitute the Public Relations Management Agency's sole remuneration in connection with this Agreement or the Services and the Public Relations Management Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Public Relations Management Agency well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2.5.** The Public Relations Management Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Public Relations Management Agency, without being liable in any manner whatsoever to the Public Relations Management Agency, if it determines that the Public Relations Management Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.6.** Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Public Relations Management Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Public Relations Management Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Public Relations Management Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7.** For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **"corrupt practice"** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person

connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- b. **“Fraudulent practice”** means and include any act or omission committed by the bidder or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order of influence a selection process or during execution of agreement/ bid.;
- c. **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- f. **“collusive practice”** means is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

### 3.3. Confidentiality

The Public Relations Management Agency /s, and their Personnel shall not, either during the term or within 2 (two) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Public Relations Management Agency , and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Public Relations Management Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Public Relations Management Agency, and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- a. was in the public domain prior to its delivery to the Public Relations Management Agency, and its Personnel or becomes a part of the public knowledge from a source other than the Technology Partner, and its Personnel;
- b. was obtained from a third party with no known duty to maintain its confidentiality;
- c. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process



or by any governmental instrumentalities, provided that for any such disclosure, the Public Relations Management Agency, and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

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

### **3.4. Liability of Public Relations Management Agency**

- 3.4.1.** The Public Relations Management Agency's (PR Agency) liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2.** The Parties hereto agree that in case of negligence or wilful misconduct on the part of the PR Agency or on the part of any person or firm acting on behalf of the PR Agency in carrying out the Services, the PR Agency, with respect to damage caused to the Authority's property, shall be liable to the Authority:
- 3.4.3.** PR Agency's liability towards Client under or in connection with the Assignment under the contract whether for breach of obligations, tort, negligence or otherwise howsoever arising, shall not exceed total amount of the Contract price

### **3.5. Reporting Obligations**

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

### **3.6. Documents prepared by the PR Agency to be property of the Authority**

- 3.6.1.** All plans, drawings, specifications, designs, reports, submittals and other documents (collectively referred to as "Project Documents") prepared by the PR Agency in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Project Documents shall vest with the Authority. Any Project Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Project Document is created and the PR Agency agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the PR Agency.
- 3.6.2.** The PR Agency shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Project Documents, or due to any breach or failure on part of the PR Agency or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.7. Accuracy of Documents**

The PR Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates, reports, submittals and all other details prepared by it as part of these services. If such inaccuracy is the result of any negligence or inadequate due diligence on part of the PR Agency or arises out of its failure to conform to good industry practice, the PR Agency shall also be responsible for promptly correcting, at its own cost and risk, the drawings/submittals including any re-survey / investigations.

## **4. PUBLIC RELATIONS MANAGEMENT AGENCY 'S PERSONNEL**

### **4.1. General**

The Public Relations Management Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services. SUDA has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "Key Manpower Requirements").

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

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

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

- a. provide the Public Relations Management Agency (PR Agency), necessary support and such other documents as may be necessary to enable the PR Agency to perform the Services;
- b. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

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

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

If, after the last date of receipt of bid, there is any change in the Applicable Laws, GST if applicable and duties which increases or decreases the cost or reimbursable expenses incurred by the PR Agency in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Agreement, then the remuneration and reimbursable expenses otherwise payable to the PR Agency under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.



## 5.4. Payment

- i. The Client shall make the payments to the PR Agency for the Services on submission of Invoices in accordance with the terms and conditions and with the details as stated in payment schedule (Milestones and Payment Criteria) under Clause 7.7 in Sections 7, and shall pay for any Additional Services at rates and prices as agreed and approved by the client.
- ii. Unless otherwise agreed in writing, the Client shall pay the PR Agency in respect of Additional Services:
  - a. as for Additional Services for extra time spent by the PR Agency's personnel in the performance of the Services,
  - b. The net cost, approved by the Client/Client Representative, of all extra expense incurred by the PR Agency.

## 6. PAYMENT TO THE PUBLIC RELATIONS MANAGEMENT AGENCY (PR Agency)

### 6.1. Currency of payment

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

### 6.2. Mode of billing and payment

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

- (a) The PR Agency shall be paid for its services as per the Payment Schedule of this Agreement, subject to the PR Agency fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the PR Agency completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the PR Agency, only the undisputed amount.
  - (iii) Payment will be released on submission of invoice.
  - (iv) PR Agency will submit invoice as per the schedule only.
- (b) The Authority shall cause the payment due to the PR Agency to be made within 60 (Sixty) days after the receipt by the Authority of duly completed bills/invoices with necessary particulars (the “**Due Date**”).
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the PR Agency and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 120 (One Hundred and Twenty) days after receipt of the final deliverable by the Authority unless the Authority, within such 120 (One Hundred and Twenty) days period, gives written notice to the PR Agency specifying in detail, the deficiencies in the Services. The PR Agency shall thereupon promptly make any necessary corrections and/or

additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the PR Agency to the Authority within 30 (thirty) days after receipt by the PR Agency of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report. Any delay by the PR Agency in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(d) All payments under this Agreement shall be made to the account of the PR Agency as may be notified to the Authority by the PR Agency.

### **6.3. Correction of Certificate**

The Nodal Officer/SUDA Representative may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which has been issued by him, and shall have the authority, if any Services are not being carried out to his satisfaction, to omit or reduce the value of such Services in any Interim Payment Certificate.

### **6.4. Final Bill and Statement at Completion**

Not later than 42 days after the issue of the Completion Certificate in respect of the completion of Assignment, the Public Relations Management Agency shall submit to the Nodal Officer/SUDA Representative a Statement at Completion with supporting documents showing in detail, in the form approved by the Nodal Officer/SUDA Representative:

- a. The final value of all Assignment completed in accordance with the Contract up to the date stated in such Completion Certificate.
- b. Any further sums which the PR Agency considers to be due; and
- c. An estimate of amounts which the Public Relations Management Agency considers will become due to him under the Contract.

Estimated amounts shall be shown separately in such statement at Completion.

### **6.5. Discharge**

Upon submission of all the deliverables/ stages to the Final Acceptance of the Client, the PR Agency shall give its final invoice to the Client, a written discharge confirming that the total of the full and final settlement of all amount due to the PR Agency arising out of or in respect of the Contract.

## **7. Liquidated Damages and Penalties**

### **7.1. Liquidated Damages**

**7.1.1.** The liquidated damages are capped at 10% of Cost of Bid as defined. If penalty

calculations exceed 10% of the contract value then Client may take appropriate action including termination of the contract and invoking the Performance Bank Guarantee.

- 7.1.2.** The Client may recover / deduct the Liquidated damages from the payable amount or Performance Security as the case may be. Once the 10% amount shall be achieved, the client shall have the right to terminate the contract at the risk and cost of the PR Agency.
- 7.1.3.** Provided that in case of any delay due to force majeure event or reasons beyond the control of the PR AGENCY, suitable extension of time may be granted for completion of the Assignment without any financial implication on the PR Agency.

## **7.2. Penalty Clause**

- 7.2.1.** The penalties implied on the PR Agency on non-fulfilment of the conditions of the RFP are as mentioned in Section 8.

For any penalty levied on the PR Agency, client would give a fair chance to the PR Agency to present the facts and figures stating they followed the defined processes and are not at fault. Failure to do so, at the satisfaction of the client may lead to levy of penalty as decided by the Employer.

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

### **8.1. Good Faith**

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

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

- 8.2.1.** The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

## **9. SETTLEMENT OF DISPUTES**

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

### **9.1. Amicable settlement**

Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Parties.

## **9.2. Dispute resolution**

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

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

## **9.3. Conciliation**

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

## **9.4. Arbitration**

**9.4.1.** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by a Single Arbitrator appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and its amendments thereof. The place of such arbitration shall be the capital of the State i.e Raipur, where the Authority has its headquarters and the language of arbitration proceedings shall be English.

**9.4.2.** There shall be a sole arbitrator and Principal Secretary/Secretary/Special Secretary UADD, Chhattisgarh shall act as the Sole Arbitrator.

**9.4.3.** The arbitrator/s shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Public Relations Management Agency and the Authority agree and undertake to carry out such Award without delay.

**9.4.4.** The Public Relations Management Agency and the Authority agree that an Award may be enforced against the Public Relations Management Agency and/or the Authority, as the case may be, and their respective assets wherever situated.

**9.4.5.** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

## **10. Indemnity**

- 10.1.** The PR Agency is expected to carry out its Assignment with due diligence and in accordance with the prevailing standards of the profession. The PR Agency shall indemnify the Client against any losses or damages arising out of PR Agency's failure to perform its obligation, during the course of providing/ performing the Services under the Contract.
- 10.2.** The PR Agency shall indemnify the Client and shall hold the Client harmless from any claims by any Third Party against the Client for adopting the PR Agency's reports, certification and recommendation and use of other intellectual property supplied by the PR Agency under the Contract. The PR Agency shall indemnify Client under or in connection with the Assignment under the contract whether for breach of obligations, tort, negligence or otherwise howsoever arising, which shall not exceed total amount of the Service Fee.

## **11. Copyright**

Copyrights and other intellectual property rights in all materials, ideas, software, applications and work or any kind generated by the activities of the PR Agency performed hereunder shall vest in client, to the extent copyright belongs to the PR Agency, provided that client has paid the PR Agency for its services.

## **12. Intellectual Property**

In order to perform the Services, the PR Agency must obtain at its sole account, the necessary licenses, permissions and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep the Client harmless and indemnify the Client from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

- (a) All inventions, discoveries, improvements, copyrightable material, concepts, the final products, all documents, report, applications, software, information, data etc. collected and prepared by PR Agency in connection with the scope of Services submitted to the Client shall be deemed to be the sole property of the Client.
- (b) The PR Agency shall not be entitled either directly or indirectly to make use of the documents, reports given by the Client for carrying out of any Services with any third parties.
- (c) The PR Agency shall not without the prior written consent of the Client be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
- (d) The PR Agency shall hand over all the working papers, workable and editable models with all linkages as developed for the Assignment and outputs of the Assignment generated for executing the Assignment on successful completion of the Assignment in editable soft and hard copies to the client.
- (e) 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 PR Agency shall treat all this information Confidential and shall not share the same with anybody else except on specific written instructions of the Client.
- (f) The certification and other documentation provided to the **Client** by the PR Agency 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 PR Agency shall not use the same or any part thereof for any other client.

**(g) Training and Other material**

- The ownership of all IPRs in any and all documents, artefacts, etc. (including all training material) made during the Term for implementation of the Project under this Agreement will lie with SUDA.
- The PR Agency's obligations under this Clause will survive even after expiration / termination of this Contract.

**13. Patent Rights**

The PR Agency shall save and hold harmless and indemnify the Client from and against all claims and proceedings for or on account of infringement of any patent right, design trademark or name or other protected rights in respect of any written materials or resources used for or in connection with or for incorporation in the Assignment from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

**14. Variations**

**14.1.** The Agreement can be varied/ amended on application by either party by a written agreement executed by and between the parties.

**14.1.1. Change Requests/ Management**

- 1) An institutional mechanism will be set up for taking decisions regarding requests for changes. The SUDA will set up a Change Control Committee with members from the PR Agency, PMU and client. If it is unable to reach at an agreement, the decision of the CEO, SUDA will be final.
- 2) SUDA may at any time, by a written order given to the PR Agency, make changes within the general scope of the Agreement in any one or more of the following: -
  - Requirements of service to be provided under the Agreement are to be specifically developed and rendered for SUDA.
  - The method of deployment
  - The place of services to be provided by the PR Agency.
- 3) The change request/ management procedure will follow the following steps: -
  - Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by SUDA.
  - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule & cost impact will be analysed and documented by the PR Agency.
  - Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the PR Agency.
  - Verification of the change - The change will be verified by SUDA on implementation

of the change request.

- 4) All changes outside the scope of services agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by PR Agency only after securing the express consent of SUDA. In the event that the consent of SUDA is not received then the change will not be carried out.
- 5) While approving any change request, if required, SUDA may ask the PR Agency to deploy the required resources on-site.
- 6) If any such change outside the scope of services agreed to herein causes an increase or decrease in cost of, or the time required for, the PR Agency's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended.

**14.2. No Price Variation:** No Price variation is allowed to the PR Agency during Contract Period except if allowed in Section 6.

### **14.3. Further Proposals**

If requested by the Client in writing, the PR Agency shall submit proposals for altering the Services. The preparation and submission of such proposals shall be an Additional Services.

### **14.4. Changed Circumstances**

If circumstances arise for which the PR Agency is not responsible and which make it irresponsible for him to perform in whole or in part the Services in accordance with the Agreement, PR Agency shall promptly dispatch a notice to the Client.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them.

If the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

### **14.5. Extra Services/ Work**

Upon the occurrence of circumstances described in Clause 2.7 or abandonment or suspension or resumption of Services or upon termination of the Agreement, any necessary Services or expense by the PR Agency extra to the Normal and Additional Services shall be regarded as Exceptional Services.

The performance of Exceptional Services shall entitle the PR Agency to extra time necessary for their performance and to payment for performing them.

## **15. Infrastructure and Safety**

The PR Agency shall establish an office in Raipur/Nava Raipur Atal Nagar, Chhattisgarh, by making available essential office equipment including computers, telephone, documents, Internet connectivity, power backups, data backups, servers, and other essential resources. Such office shall be used by the PR Agency as its common platform for rendering services in respect of all the projects which may eventually become a subject matter of the services provided by the PR Agency to the Client.

Necessary arrangements shall also be made by the PR Agency to ensure safety and security of the established office and staff. PR Agency shall ensure availability of fire safety equipment's, fire exit etc.



at the proposed office setup. Certification with respect to the various safety measures must be ensured by the PR Agency and shall be renewed timely. Breach of the same may invite serious penalty and actions over the PR Agency.

## **16. Insolvency and Breach of Contract**

The Client may at any time terminate the Contract by giving written notice to the PR Agency, if they become bankrupt or otherwise insolvent. In this event, termination will be without compensation to the PR Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

## **17. Exit Management**

### **17.1. Preamble**

- 17.1.1.** The word 'parties' include the procuring entity/client and the selected bidder/PR Agency.
- 17.1.2.** This sets out the provisions, which will apply on expiry or termination of the Master Service Agreement,
- 17.1.3.** In the case of termination of the Project, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 17.1.4.** The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- 17.1.5.** During exit process and final acceptance by State Urban Development Agency, Chhattisgarh all OEM warranties will be transferred to the State Urban Development Agency at no additional charge. All warranty documentation (whether expired or not) will be delivered to State Urban Development Agency based on which final acceptance and project closure certificate will be issued to bidder.

### **17.2. Transfer of Assets**

- 17.2.1.** The PR Agency may continue work on the assets (tangible/intangible) for the duration of the exit management period which may be as decided by client from the date of expiry or termination of the agreement, if required by SUDA to do so. During this period, the PR Agency will transfer all the assets in good working condition and as per the specifications of the bidding document. The security deposit/ performance security submitted by the PR Agency will only be returned after the successful transfer of the entire project including its infrastructure.
- 17.2.2.** SUDA during the project shall be entitled to serve notice in writing to the PR Agency at any time during the exit management period requiring the PR Agency to provide SUDA or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- 17.2.3.** Upon service of a notice, as mentioned above, the following provisions shall apply:



- 1) In the event, if the assets which to be transferred to SUDA mortgaged to any financial institutions by the PR Agency, the PR Agency shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to SUDA or its nominated agencies.
- 2) All title of the assets to be transferred to SUDA or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the PR Agency.
- 3) That on the expiry of this clause, the PR Agency and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by PR Agency to SUDA.

### **17.3. Cooperation and Provision of Information during the exit management period**

- 17.3.1.** The PR Agency will allow SUDA or its nominated agencies to access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable SUDA or its nominated agencies to assess the existing services being delivered.
- 17.3.2.** The PR Agency shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, relating to any material aspect of the services provided by the PR Agency. SUDA or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The PR Agency shall permit SUDA or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by SUDA or its nominated agencies to understand the methods of delivery of the services employed by the PR Agency and to assist appropriate knowledge transfer.

### **17.4. Confidential Information, Security and Data**

- 17.4.1.** The PR Agency will promptly on the commencement of the exit management period supply to SUDA or its nominated agencies the following:
  - 1) Documentation relating to Intellectual Property Rights;
  - 2) Project related data and confidential information;
  - 3) All current and updated data as is reasonably required for purposes of SUDA or its nominated agencies transitioning the services to its replacement PR Agency in a readily available format nominated by SUDA or its nominated agencies; and
  - 4) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable SUDA or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to SUDA or its nominated agencies, or its replacement operator (as the case may be).
  - 5) Before the expiry of the exit management period, the PR Agency shall deliver to SUDA or its nominated agencies up-dated materials from the categories set out above and shall not retain any copies thereof, except that the PR Agency shall be permitted to retain one copy of such materials for archival purposes only.

**17.5. Transfer of certain agreements**

- 17.5.1.** On request by Client or its nominated agencies, the PR Agency shall effect such assignments, transfers, innovations, licenses and sub-licenses as Client or its nominated agencies may require in favour of client or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between PR Agency and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by SUDA or its nominated agencies, or its replacement operator.
- 17.5.2.** Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the PR Agency's premises, the PR Agency will be obliged to give reasonable rights of access to the Client or its nominated agency.

**17.6. General Obligations of the PR Agency**

- 17.6.1.** The PR Agency shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to SUDA or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- 17.6.2.** The PR Agency shall commit adequate resources to comply with its obligations under this Exit Management Clause.

**17.7. Exit Management Plan**

- 17.7.1.** The PR Agency shall provide SUDA or its nominated agencies with a recommended exit management plan ("Exit Management Plan").
- 17.7.2.** A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- 17.7.3.** Plans for the communication with such of the PR Agency's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on SUDA operations as a result of undertaking the transfer; and
- 17.7.4.** If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to SUDA or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- 17.7.5.** The PR Agency shall submit the Exit Management Plan after signing of contract within 6 months of time.
- 17.7.6.** Exit Management Plan shall be presented by the PR Agency to and approved by SUDA or its nominated agencies.

- 17.7.7.** In the event of termination or expiry each party shall comply with the Exit Management Plan.
- 17.7.8.** During the exit management period, the PR Agency shall use its best efforts to deliver the services.
- 17.7.9.** Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- 17.7.10.** It would be the responsibility of the PR Agency to support new operator(if any) during the Exit /transition period.

#### **17.8. Right of Monitoring, Inspection and Periodic Audit**

State Urban Development Agency reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Public Relations Management Agency. State Urban Development Agency may demand, and upon such demand being made, the Public Relations Management Agency shall provide with any document, data, material or any other information required to assess the progress of the project. SUDA shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit to monitor the performance by the Public Relations Management Agency of its obligations/functions in accordance with the standards committed to or required by the SUDA and the Public Relations Management Agency undertakes to cooperate with and provide to the SUDA/any other Consultant/ Agency appointed by the SUDA, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Public Relations Management Agency, failing which the SUDA may, without prejudice to any other rights that it may have, issue a notice of default.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of Public Relations Management Agency

SUDA

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

**Section 6: Special Conditions of the Contract (SCC)**

The following Special Conditions of Contract (SCC) shall supplement to the General Conditions of Contract (GCC). Whenever, there is a conflict, the provision of SSC shall prevail over those in the General Conditions of Contract.

**6.1. Subject Matter of Contract**

- Contract Agreement

The successful PR Agency should enter into agreement with client.

**6.2. Contract Signing**

The PR Agency has to enter into agreement with the Client for which he has quoted and awarded within the stipulated time as mentioned in the bid document.

**6.3. Contract period/duration**

Initial Contract Period for the project shall be **2 years (24 month)** from the date of execution of the contract agreement. However, based on the performance of the Public Relations Management Agency and approval from the Competent Authority of the client, the contract duration may be extended for a further period upto 12 months.

**6.4. Payment**

- **Contract price and payments**

Prices are fixed and no adjustment will be made to the contract price unless otherwise indicated in the agreement. The payment will be done by the client on submission of invoices supported by uptime certification form the authorized officer of the client department for the uptime and performance.

The payment will be as defined in this RFP.

- **Price Escalation**

No Price Escalation shall be applicable for the original contract period. After completion of original contract duration, a 10% escalation on overall contract cost is applicable.

- **Payment Milestones**

- The Payment shall be released to the PR Agency based on the deliverables against each milestone. The payments shall be released as defined in RFP Section 7 (Terms of Reference and Scope of Work).
- In consideration of the obligations undertaken by the PR Agency under this Agreement and subject to the provisions of this Agreement, SUDA shall pay the PR Agency for successful delivery of Services/Deliverables in pursuance of this Agreement, in accordance with the Terms of Payment Schedule of this RFP. SUDA shall make payments only to the PR Agency at the time and in the manner as set out

in this Agreement subject always to the fulfilment by the PR Agency and Consortium Member/s of their obligations herein.

- SUDA shall not be responsible / obligated for making any payments or any other related obligations under this Agreement to the Consortium Partner/s, if any. The PR Agency shall be fully liable and responsible for meeting all such obligations and all payments to be made to Consortium Member/s by the PR Agency in any way connected with the discharge of the PR Agency's obligation under the Agreement and in any manner whatsoever.

- **Payment Authority**

The client will make the payment as per payment terms and conditions on submission of invoices with necessary certifications.

- **Insurance to Men, Machine and Material**

The PR Agency has to insure against all risks on his men, machine and material and provide the evidence before commencing the work to the client.

- **Subcontract**

Subcontract is allowed only with obtaining prior approval from the Client's authority, if found that PR Agency has given subcontract without prior approval from the Client's authority the contract will be cancelled and implementation cum performance security will be forfeited besides blacklisting the PR Agency to participate in any future tender of SUDA.

- **Infrastructure arrangement by PR Agency**

The PR Agency shall make his own arrangements for infrastructure which includes power, water, and transportation of personnel deployed by him, security at the site in addition to the men, machine and material.

## **6.5. Time for Implementation of the project/assignment**

The successful PR Agency shall complete and implement the project as per the agreed time frame starting from the date of award of contract. The implementation schedule will be finalized in consultation with the PR Agency and shall be strictly adhered to.

In reference to the Clause 6 of Section 5, the payment shall be made to the PR Agency based on the submission of requisite submittals along with supporting documents/reports as per project timelines.

## **6.6. Responsibility for Completeness**

Any work/s which may not be specifically mentioned in the term of reference but which are usual or necessary, are to be completed /provided by the PR Agency without extra charge.

## **6.7. Liabilities**

### **Liability towards each other**

- a. Reference to Clause No.3.4–Section 5, the PR Agency's liability towards Client under or in connection with the Assignment under the contract whether for breach of obligations, tort, negligence or otherwise howsoever arising, shall not exceed total amount of the contract value.
- b. The Public Relations Management Agency shall be solely responsible for any loss or damage due to accident caused to the life and property of the PR Agency including its employees, workers, representatives, agents etc. during the execution of the Assignment and in no case the SUDA shall be liable/ responsible for the 'same'.

## **6.8. Travels Expenses and entitlement**

No other fees/amount other than the contract price is to be considered by the client.

## Section 7: Terms of Reference

### 7.1. Objective

The selected Public Relations Management Agency shall create a collective identity of 'Urban Transformation' for SUDA, Chhattisgarh and its flagship Missions like Swachh Bharat Mission-Urban, Atal Mission for Rejuvenation and Urban Transformation (AMRUT), PMAY etc.

The broad objective of the engagement is:

1. Increase Public Awareness: Develop and implement communication campaigns to ensure widespread awareness of the Urban Administration Department's initiatives, policies, and services among diverse demographic groups.
2. Enhance Public Engagement: Foster meaningful two-way communication channels to actively engage citizens and stakeholders in urban development programs, encouraging participation and feedback.
3. Build Positive Perception: Establish and maintain a positive public image of the department by highlighting its achievements, success stories, and contributions to urban development.
4. Promote Transparency and Accessibility: Communicate key information effectively to ensure transparency in governance and enhance public access to departmental resources and services.
5. Strengthen Media Relations: Develop and maintain relationships with media outlets to secure consistent and accurate coverage of departmental activities, ensuring visibility across traditional and digital platforms.
6. Counter Misinformation: Proactively identify and address misinformation or negative narratives to protect and strengthen the credibility of the department.

These objectives aim to align the Public Relations Management Agency's efforts with the Urban Administration Department's goals, ensuring impactful and result-oriented outcomes.

### 7.2. Scope of Work for Public Relations Management Agency

The Public Relations Management Agency will deploy a team of resources mentioned in this RFP. The team will be primarily responsible to do following:

#### 1. Strategic Communication Planning

The Public Relations Management Agency has to develop a comprehensive Public Relations (PR) and communication strategy aligned with the department's goals. The Public Relations Management Agency has to define and establish measurable Key Performance Indicators (KPIs) for PR campaigns.

The agency shall formulate a results-oriented digital and social media promotion strategy for SUDA-Chhattisgarh and its allied Missions, programs and projects. The strategy should clearly identify target audience for every Mission. The document must suggest how various social and digital media platforms will be used for optimum outreach.

The agency will formulate a comprehensive, results-driven strategy for Print, TV, Digital/social media platforms. The Agency Identify specific target audiences for each mission under SUDA and suggest platform-specific

content strategies for optimal engagement.

The communication strategy shall incorporate national and international best practices in campaign management, social media marketing to help SUDA adopt effective strategies.

This strategy is likely to be revised from time to time, during regular reviews, based on changing ground realities. Accordingly, the creative and dissemination plans might need to change as mutually decided by SUDA and the agency. The team shall revise strategies at least every six-month based on performance reviews and evolving goals, ensuring adaptability to ground realities.

## **2. Media Management**

The role of the Public Relations Management Agency in helping State Urban Development Agency to achieve maximum exposure and increase visibility of Chhattisgarh at national level includes following –

- i. Develop and implement a comprehensive media strategy to promote the Department's initiatives and events.
- ii. Build and maintain relationships with media personnel, including editors, journalists, and influencers.
- iii. Secure media coverage in national and state-level newspapers, magazines, and online portals.
- iv. Craft and disseminate at least 3 press releases weekly, media advisories, and other communication materials.
- v. Monitor and analyze media coverage, providing regular reports and recommendations.
- vi. Prepare monthly Media Plan and present it to the client for approval and implementation.
- vii. Prepare content for press releases, news articles, messages, promotional articles, features, in English and in vernacular language (English, Hindi & Chhattisgarhi) for publication as per requirement of the client from time-to-time basis.
- viii. Making arrangements for media coverage/conference for investment promotion events organized in the state. The focus should be on inviting prominent journalists to such events. In case, additional expenditure has to be made for making arrangements for media coverage/conference, the client will bear the cost as per actual subject to prior approval of the expenditure.
- ix. Ensure proper visibility of contents and promotion through print, digital & electronic media for both state and national audience. Co-ordinate with stakeholders for better visibility in the regional papers, regional TV channels, and Radio.
- x. The agency should always take proactive measures rather than being reactive to a particular issue, story and /or event.

## **3. Content Development**

The Public Relations Management Agency shall be responsible to develop engaging content in Hindi, English and Chhattisgarhi for various communication channels, including social media posts, articles, blogs, and infographics. Prepare speech drafts and presentations for department officials. The Agency shall coordinate with a team of content developers, graphic designers, and translators to produce and print materials including press releases, newsletters, brochures, IEC toolkits, educational materials, and stickers. Content suitable for various audio-video broadcasting platforms (Radio, TV in different formats like spots/ jingles, ads, short films/documentaries, Testimonial videos, Success Story videos, Interviews, Films (long/short), Radio Sponsored program, training videos, interactive shows, and any other audio-visual material as per requirement.

To meet the continuous demand for different printed communication materials the agency shall organize and coordinate with its content developer and the team, graphic designer and the team, photographer, translator and interpreter appointed/engaged in this project and also with the SUDA's concerned officials to (i) develop and produce the manuscript; (ii) ensure proofreading, necessary modifications and corrections; (iii) develop and



produce machine proof document; and (iv) get formal approval from SUDA's appropriate authority in order to print the following –

- Quarterly Newsletters/ e-Newsletters, Brochure, Handbook, Leaflet, IEC material, Sticker, IEC toolkits, flipcharts etc.
- Produce educational materials and digital content, including articles, brochures, and social media posts quizzes, interactive polls to raise awareness and foster community involvement.

The Agency have to handle proof-reading, approval processes, and final printing in collaboration with SUDA. Time to time the team has to create case studies and success stories to highlight key initiatives, achievements and milestones achieved under different projects and programs of the department.

Agency shall develop a periodic content calendar of high-engagement activities/campaigns on social media handles to reach defined goals.

Agency shall develop original or exclusive graphics, motion graphics, creatives, and content for SUDA.

#### 4. Social Media and Digital Media Management

The Public Relations Management Agency shall be responsible to establish and manage the department's presence on key social media platforms (e.g., Twitter / X, Facebook, Instagram, LinkedIn, YouTube). They have to manage existing departmental social media Handles/pages and create new based on need of the project/programs. The agency shall continuously assist SUDA in updating relevant digital platforms like websites and social media accounts with content, graphics, and multimedia.

- **Increase followers:** The agency shall ensure that the likes and/or followership on social media platforms increase substantially. The agency must increase the followership of each social media handle/ pages ( SUDA, Chhattisgarh and its allied channels) by at least 20% monthly. The agency would be responsible for making the content viral on social media.  
The agency shall create relevant tagging & content linkages on all platforms. The team shall also Monitor and respond to public queries and concerns on social media.
- **User Engagement through Social Media Events:** The agency shall regularly conduct and moderate various online events such as polls, online contests, hash tag-based discussions, surveys, Twitter conferences, etc. in consultation with SUDA, Chhattisgarh to ensure enhanced user engagement with at least 1 Million impressions monthly inclusive of all Social Media Handles of State Urban Development Agency and its allied social media handles across Social Media Platforms (Facebook, Instagram, Twitter, LinkedIn etc.) Provide LIVE coverage of campaigns and events on social media platforms, including:
  - Facebook Live and YouTube Live streaming
  - Twitter live updates, Polls and Q&A sessions.
  - Instagram live stories and reels.
  - LinkedIn posts
- **New Look:** The agency shall give all social media platforms a new look (as required) by putting up new creative features, themes, banners etc. in line with the overall strategy and theme approved by SUDA, Chhattisgarh.
- **Promotion of Offline Activities:** The agency shall promote offline and on-ground activities of States and ULBs on social media platforms as received from respective ULB official WhatsApp groups etc.
- **Response Management:** It is the responsibility of the agency to provide accurate, complete, polite, and prompt feedback mechanism to users via social media platforms. The agency shall gather inputs from

users and respond back to their service requests. All queries received on social media platforms must be responded to regularly and in a timely manner in consultation with SUDA.

- **Reach Expansion:** Expanding the reach & penetration of activities, tapping and maintaining the influencers connect, and maximize citizen participation via social media and Search Engine Optimization.

Time to time the team has to execute targeted campaigns to promote government schemes and programs.

## 5. Public Engagement Campaigns

The Public Relations Management Agency shall develop Plan for Public engagement. They will work with other agency like IEC agency of SUDA to execute citizen outreach programs, workshops, and seminars.

They have to develop campaigns particularly in social media to promote awareness of urban infrastructure projects, sanitation drives, and other initiatives. Also, design and roll out campaigns pertaining to the flagship missions like SBM, PMAY, AMRUT etc, centrally launched by the concerned Ministries.

Public Relations Management Agency shall collaborate with local influencers and community leaders to amplify campaign messages. The agency shall identify and use influencers from society/ local heroes / key people for social media promotion and engage them as endorsers for SUDA, Chhattisgarh.

## 6. Media Relations

The Public Relations Management Agency shall be responsible to build and maintain strong relationships with print, electronic, and digital media outlets. They have to Draft press releases, media kits, and newsletters for timely dissemination of department updates. They have to support department in organizing press conferences, media briefings, and interviews for senior officials. Arrange regular interaction of top journalists with decision makers of the state and share content with journalists to build stories on various aspects.

- i. State Urban Development Agency (SUDA) expects the agency to leverage on its own relation with the media house to pitch in articles by sending data backed stories, maintains relevant media lists, and manages all follow-throughs with reporters and journalists.
- ii. Organize at least one interview in a month with leading journalists of national repute with the objective of coverage in print and/or in electronics media.
- iii. The agency is required to make primary & secondary research on various scenario of the state and gather data points, which can be converted into content that will pique interest with prospective journalists. Such kind of stories backed with data tends to get better results.
- iv. Publication of at least 4 such type of stories/article (monthly) regarding the State in any of the leading national edition of national and state print dailies (any of top 5 circulation in English & Hindi national print daily/ national TV news channels / State, National or International magazines).
- v. Releasing 10 major stories/articles (during a month) in leading news websites/ blogs/ digital platform. All the coverage received shall be shared as part of the monthly progress reports.
- vi. Influencer Marketing & Blogger Relations- Relationship with influencers and managing influencer sponsorships or engaging with an unpaid network of organic brand advocates, influencer marketing and blogger relations are increasingly important for creating visibility of State Urban Development Agency.

## 7. Crisis/Mis-information management Communication

The Public Relations Management Agency shall assist department and provide real-time support during crisis

situations to ensure accurate and timely information dissemination. They have to assist department in identifying and correcting the misinformation in various media platforms.

## 8. Photography and Videography

The Public Relations Management Agency shall Provide high-quality photography and videography services for events, projects, websites, brochures, and biopics.

They will be responsible to create and maintain a repository of visuals for SUDA's future use. The photographs and video will be property of SUDA and Public Relations Management Agency shall not use these for any other purpose.

## 9. Event Management

The agency has to assist SUDA in organizing events, including conferences, campaigns, and public gatherings. The agency has to assist SUDA in providing communication support in various events including national campaigns, conferences, workshops, and public gatherings and Plan and execute media and public outreach activities around special campaigns like cleanliness drives, Swachhata Awards, and thematic days (e.g., World Toilet Day, Earth Day, Republic Day, Independence Day, Gandhi Jayanti, international women's day etc) and develop IEC collaterals for Campaigns like SHS, Swachh Diwali Shubh Diwali, Indian Swachhata League, Garbage Free certifications, etc;

- **Live Coverage of the Event:** The agency shall perform live coverage of events through Live Tweeting, Facebook Live & Live Webcasting of important events, conferences, etc. on various social media platforms of SUDA
- **Publicity:** The agency shall publicize all festivals, cultural events, national and international events/ important and relevant days such as World Environment Day, International Women's Day, World Habitat Day, World Water Day, etc. as identified in collaboration with concerned SUDA, Chhattisgarh officials using social media platforms.

## 10. Monitoring and Reporting

The Public Relations Management Agency shall track media coverage, public sentiment, and campaign performance. Agency shall provide monthly and quarterly analytics reports detailing PR activities and outcomes. The agency shall analyze and measure traffic on all social media channels and submit monthly reports.

### 7.3. Key Personnel

PR agency has to deploy below mentioned resources in Raipur/Nava Raipur Atal Nagar, Chhattisgarh.

Sr No.	Position	No. or Resource(s) required	Qualification	Deployment in Man months
1.	Team Leader	1	<p><b><u>Minimum Educational Qualifications:</u></b> Post-graduate in Mass Communication/ MBA/ Public Policy/ Media Studies from reputed institutes in India or abroad.</p> <p><b><u>Work Experience:</u></b></p>	24

Sr No.	Position	No. or Resource(s) required	Qualification	Deployment in Man months
			<ul style="list-style-type: none"> <li>Minimum 10 years of experience in managing communications for public/Private sector entity and leading projects on branding, mass communication, social media of large scale.</li> <li>Minimum 5 years of experiences as Team Leader/Project Manager in projects/engagements on branding, mass communication, social media of large scale for Govt./ Private Organization.</li> <li>Minimum 2 years of experiences as Team Leader/Project Manager in projects/engagements on branding, mass communication, social media of large scale for Central/State Government Department/ Organization.</li> </ul>	
2.	Brand Specialist and coordinator	1	<p><b><u>Minimum Educational Qualifications:</u></b> Post-graduate in Mass Communication/ MBA (in marketing) from reputed university</p> <p><b><u>Work Experience:</u></b></p> <ul style="list-style-type: none"> <li>Minimum 7 years' experience in strategy and communications and related fields of media/ branding/ mass communication.</li> <li>Sound knowledge of branding, strategy and execution of events, exhibitions, expositions, large scale roadshows and national level IEC campaigns</li> <li>Should have worked on atleast 3 similar assignments with Government Department. Similar assignment shall mean an assignment with the following work as a major part of scope of work:               <ul style="list-style-type: none"> <li>360-degree communication services (including PR, mass/social media, and design services etc.)</li> <li>or social media, design services for creatives and other collaterals and on-ground campaigns</li> <li>or social media, mass media services (traditional PR-led</li> </ul> </li> </ul>	24

Sr No.	Position	No. or Resource(s) required	Qualification	Deployment in Man months
			communication campaign including newspaper and TV).	
3.	Social Media Manager	2	<p><b><u>Minimum Educational Qualifications:</u></b> Post-graduate in Mass Communication/ / Media Studies / MBA</p> <p><b><u>Work Experience:</u></b></p> <ul style="list-style-type: none"> <li>• Minimum 5 years of experience and proven skills in managing communication projects, excellent working knowledge and handling of social media management tools and applications. Knowledge of digital marketing tools, Editing tools, expertise in SEO, SEM.</li> </ul>	24
4.	Mass Media Manager	1	<p><b><u>Minimum Educational Qualifications:</u></b> Post-graduate in Mass Communication/ Media Studies / MBA= 1 Mark</p> <p><b><u>Work Experience:</u></b> Minimum 5 years of experience and proven skills in managing communication projects, excellent working knowledge and handling of Mass media management.</p>	24
5.	Content Writer Cum Communication Specialist	3	<p><b><u>Minimum Educational Qualifications:</u></b> Master's degree in Mass Communication/ English Literature /Hindi Literature</p> <p><b><u>Work Experience:</u></b> Minimum 5 years of experience and skills in content writing in Hindi, English and Chhattisgarhi.</p>	24
6.	Graphic Designer	2	<p><b><u>Minimum Educational Qualifications:</u></b> Bachelor's Degree in Fine Arts/Graphic Design/Mass Communication</p> <p><b><u>Work Experience:</u></b> Minimum 3 years of experience in graphic design of posters, magazines, coffee table books and other similar collaterals along with motion graphics, video editing for social media/ print media/TV media.</p>	24

Sr No.	Position	No. or Resource(s) required	Qualification	Deployment in Man months
7.	Photographer	2	<p><b><u>Minimum Educational Qualifications:</u></b></p> <p>Bachelor's degree/ Diploma in multimedia / Graphic Designing /Photography/Fine arts from a recognized college/university.</p> <p><b><u>Work Experience:</u></b></p> <p>Minimum 3 years of experience as Photographer</p>	24
8.	Videographer	2	<p><b><u>Minimum Educational Qualifications:</u></b></p> <p>Bachelor's degree/ Diploma in Mass Communication/ multimedia / Videography / Graphic Designing /Photography/Fine arts from a recognized college/university.</p> <p><b><u>Work Experience:</u></b></p> <p>Minimum 3 years of experience as Photographer/Videographer/ Cinematographer with expertise in using Drone based camera</p>	24
9.	Photo and Video Editor	1	<p><b><u>Minimum Educational Qualifications:</u></b></p> <p>Bachelor's degree/ Diploma in Mass Communication/ multimedia / Graphic Designing /Photography/Fine arts from a recognized college/university.</p> <p><b><u>Work Experience:</u></b></p> <p>Minimum 3 years of experience in Still photo, Video and Audio editing along with hands-on experience in Adobe Illustrator / Adobe In design / Adobe Premiere Pro, Adobe Photoshop / Corel Draw / Adobe Aftereffects / Canva.</p>	24

All resources are to be equipped with laptops with graphic cards and audio, video editing software. All required software shall be available with the team to create audio, video and visual creatives. Also, the team should have dedicated 2 High resolution camera and 2 Drones during entire duration of project/assignment.

#### 7.4. Project duration/Timeline and Deliverable

##### 7.4.1. Project Duration/Timeline

The Project/engagement will be for period of 2 years (24 Months) extendable up to 1 year (12 Months).

#### 7.4.2. Deliverables

- **One Time Deliverables**

Sr No.	Name of deliverable	Description	Timeline/Frequency
1.	PR and communication strategy document and Plan	A comprehensive PR and communication strategy document shall be a roadmap for effectively engaging stakeholders, managing public perception, and achieving organizational communication goals.	T+1 Month Revised document in T+7 Month T+13 Month T+19 Month
2.	Brand Identity Manual	The agency shall prepare a Brand Identity Manual for SUDA and its allied Missions to create a standardized look and feel in all SUDA communication.	T+2 Month

- **Regular Deliverables**

Sr No.	Name of deliverable	Description	Timeline/Frequency
1.	Monthly Progress Report	The Monthly progress report shall comprehensively and objectively cover the activities performed, creatives prepared/updated, campaigns, events conducted etc by the team.	Monthly
2.	Public Awareness/ Behaviour Change Campaigns:	The agency shall plan, design and implement regular campaigns through a mix of leaflets, posters, banners, hoardings, billboards, outdoor brandings and various other mediums with a focus on disseminating information and generating public awareness in order to educate citizens of urban India and bring about behaviour change on various thematic areas of SBM 0.2. The campaign materials shall be further shared with States and Urban Local Bodies to aid them in running their communication campaigns. Campaign materials need to be made in Hindi and English, and in vernacular languages (Chhattisgarhi), if specifically required.	Need basis
3.	Standardized Communication Templates:	The agency shall prepare standardized communication templates for use by States and Urban Local Bodies	Need basis
4.	Creative Support to SUDA Events	The agency shall provide support on creative strategy, design and implementation of events organized by SUDA, Chhattisgarh. The agency will be required to work in close coordination with event Management Company to design and deliver the overall	Need basis



Sr No.	Name of deliverable	Description	Timeline/Frequency
		look and feel of the event.	
5.	<b>Photo and Video Bank</b>	The agency shall create, catalogue, maintain and regularly update photo bank/ repository of high-resolution images and videos for SUDA and allied Missions collated from different sources such as Central/ State / ULB level Whatsapp groups, exhibitions, events, meetings, workshops, field visits etc. The photo and video repository will be the sole property of SUDA.	Need basis
6.	<b>Merchandise Design</b>	The agency shall design creatives, motion graphics, illustration/ caricature, mascot and collaterals for non-traditional, attractive and aspirational merchandise (like badges, Caps, T-shirt, bands, etc.) tailored for different audiences/ different campaigns and events, collaterals as rewards for contests etc.	Need basis
7.	<b>Field Visits</b>	The agency shall undertake field visits to capture Mission related beneficiary stories, pictures, and videos. Travel needs to be pre-approved by the respective Mission directors for the reimbursement by the respective mission and the details of travel allowance for team members will be as per SUDA travel guidelines.	Need basis
8.	<b>Designing Collaterals of</b>	The agency shall design newsletters, print advertisements, monthly magazines, e-mailers, books (including e-books), advisories, pamphlets, toolkits, brochures and other publications of SUDA and allied Missions.	Need basis
9.	<b>Printing of Collaterals:</b>	The agency shall print newsletters, books, and publications as and when required in consultation with SUDA	Need basis
10.	<b>Public Awareness/ Behaviour Change Campaigns</b>	The agency shall plan, design and implement regular campaigns through a mix of leaflets, posters, banners, hoardings, billboards, outdoor brandings and various other mediums with a focus on disseminating information and generating public awareness in order to educate citizens of urban India and bring about behaviour change on various thematic areas of SBM 0.2. The campaign materials shall be further shared with States and Urban Local Bodies to aid them in running their communication campaigns. Campaign materials need to be made in Hindi and	Need basis

Sr No.	Name of deliverable	Description	Timeline/Frequency
		English, and in vernacular languages (Chhattisgarhi), if specifically required.	

### 7.5. Payment Schedule

Payment to the successful bidder who provides the required services shall be made only after the submission of bills in triplicate along with the attendance sheet of Key Team Members and Copy of deliverables for respective month as mentioned in this RFP.

Payment shall be made on a monthly basis subject to adjustment of penalty (if any).

**Note:** Any payments to third parties—such as expenses for social media promotions or payments to print media agencies—will be made directly by SUDA. In cases where the selected PR Management Agency is required to make these payments on behalf of SUDA, the agency will be reimbursed based on actual expenses incurred, subject to submission of valid supporting documentation.

### 7.6. Exit Management

- This sets out the provisions, which will apply on expiry or termination of the Contract tenure/Termination.
- In the case of termination of the Project, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- *SUDA* shall be entitled to serve notice in writing on the PR Agency at any time during the exit management period as detailed hereinabove requiring the PR Agency to provide the *SUDA* with a complete and up to date list of the Assets within 30 days of such notice. *SUDA* shall then be entitled to serve notice in writing on the PR Agency at any time prior to the date that is 30 days prior to the end of the exit management period requiring the PR Agency to sell the Assets, if any, to be transferred to *SUDA* or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- In case of contract being terminated, *SUDA* reserves the right to ask PR Agency to continue running the project operations for a period of 6 months after termination orders are issued.
- Upon service of a notice under this Article the following provisions shall apply:
- in the event, if the Assets to be transferred are mortgaged to any financial institutions by the PR Agency, the PR Agency shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the *SUDA*.
- All risk in and title to the Assets to be transferred / to be purchased by the *SUDA* pursuant to this Article shall be transferred to *SUDA*, on the last day of the exit management period.
- *SUDA* shall pay to the PR Agency on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
- Payment to the outgoing PR Agency shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
- The outgoing PR Agency will pass on to *SUDA* and/or to the Replacement PR Agency, the subsisting rights in any leased properties/ licensed products on terms not less favorable to *SUDA* / Replacement PR Agency, than that enjoyed by the outgoing PR Agency.

- Promptly on reasonable request by the SUDA, the PR Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The SUDA shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The PR Agency shall permit the SUDA or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by them to understand the methods of delivery of the services employed by the Implementation Agency and to assist appropriate knowledge transfer.
- During the exit management period, the PR Agency shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

**Section 8: Penalty and Liquidate Damage****i. Penalty for non-deployment of resources/manpower:**

Penalty in case of non- deployment of resources as mentioned below shall be levied, starting from T:

S. No.	Resource Type	Penalty
1	Team Leader	<ul style="list-style-type: none"> <li>No penalty for first 7 days from T</li> <li>Rs. 2000 /- per day of non-deployment for 6-15 days from T</li> <li>Rs 5000/- per day of non-deployment after 15 days from T</li> </ul>
2	Other Named Resource mentioned in section 4.8 of this RFP	<ul style="list-style-type: none"> <li>No penalty for first 7 days from T</li> <li>Rs. 1500 /- per day of non-deployment for 6-15 days from T</li> <li>Rs 3000/- per day of non-deployment after 15 days from T</li> </ul>
<b>Note: T is Project Start date</b>		

**ii. Penalty for replacement of resources/manpower:**

This penalty will be over and above penalty for non-deployment of resource/manpower

S. No.	Resource Type	Penalty
1	Team Leader	<ul style="list-style-type: none"> <li>Rs. 30,000/- Per replacement</li> </ul>
2	Other Resource mentioned in section 4.8 of this RFP	<ul style="list-style-type: none"> <li>No penalty for First replacement</li> <li>Rs. 15,000/- Per replacement</li> </ul>
<b>Note:</b> <ul style="list-style-type: none"> <li>Replacement means resource deployed in project is different from resource proposed in Technical Bid.</li> <li>In case SUDA instruct PR Management Agency to change any resource, it will not be treated as replacement.</li> <li>In case Resource is permanently leaving organization (PR Agency) due to resignation or retirement, SUDA may waive penalty at its own discretion.</li> </ul>		

**iii. Penalty for Non achievement of KPIs:**

This penalty will be over and above penalty for non-deployment of resource/manpower

S. No.	Key Performance Indicator (KPI)	Target	Penalty
1	Agency must increase the followership of each social media handle/ pages of SUDA, Chhattisgarh and its allied Social Media Handles by	At least 20% followers to be added monthly since Workorder/initiation Month (i.e. If there are 1 Lac followers at time of workorder than every month 20 thousand followers should be added)	0.5% of Monthly payment in case of target is not met.

<b>2</b>	Ensure user engagement inclusive of all Social Media Handles of State Urban Development Agency and its allied social media handles across Social Media Platforms (Facebook, Instagram, Twitter, LinkedIn, YouTube etc.)	At least 1 Million impressions monthly.	0.5% of Monthly payment in case of target is not met.
<b>3</b>	Publication of stories/article (monthly) regarding the State in any of the leading national edition of national and state print dailies (any of top 5 circulation in English & Hindi national print daily/ national TV news channels / State, National or International magazines).	At least 4 stories/article (monthly)	0.5% of Monthly payment in case of target is not met.
<b>4</b>	Releasing major stories/articles (during a month) in leading news websites/ blogs/ digital platform. All the coverage received shall be shared as part of the monthly progress reports.	10 major stories/articles (Monthly)	0.5% of Monthly payment in case of target is not met.

**Form-1: EMD BG format**

&lt;&lt;Original to be submitted with Envelop 1&gt;&gt;

Ref:

Date:

Bank Guarantee No.

To  
 The Chief Executive Officer,  
 State Urban Development Agency,  
 4<sup>TH</sup> Floor, D Block,  
 Indravati Bhavan (HOD building)  
 Nava Raipur Atal Nagar,  
 Chhattisgarh - 492002

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to State Urban Development Agency, Government of Chhattisgarh, Nava Raipur Atal Nagar.

Know all Men by these presents that we <<Name of the Bank>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <SUDA> (hereinafter called "the Purchaser") in the sum of Rs.<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this .....day of .....20\_\_.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser/client up to the above amount upon receipt of its first written demand, without the Purchaser/client having to substantiate its demand, provided that in its demand the Purchaser/client will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of Bid validity and its validity should be extensible to 60 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under

this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<*insert date*>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



**Form-2: Pre-Qualification Bid Covering Letter**

*<<To be printed on Bidder company's letterhead and signed by Authorized signatory>>*

Date: dd/mm/yyyy

To  
The Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar- 492002  
Chhattisgarh

Subject: RFP for “**Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**”

Reference: RFP No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the RFP Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP Document for the “**Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**”. We attach hereto our responses to prequalification requirements and technical & commercial proposals as required by the RFP Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to State Urban Development Agency, Chhattisgarh is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead SUDA in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this bid response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**Form-3: Bidders' Company profile****Brief company profile**

Sl No	Particulars	Description or details
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Main business of the Bidder	
4	Registered office address	
5	Incorporation/Registration date and number	
6	GST number	
7	PAN details	
8	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	

**Form-4: Non Black-listing Self- Declaration Certificate**

<<To be submitted on Company's/Firm's letter head. <<Original to be submitted with Envelop 1>>

Date: dd/mm/yyyy

To  
The Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar- 492002  
Chhattisgarh

Sir,

In response to the RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for “**Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**”, I/  
We hereby declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India at the time of bid submission on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

**Form-5: Certificate for undertaking for No Conflict of Interest**

<<To be submitted on Company's/Firm's letter head. Original to be submitted with Envelop 1>>

**Certificate for undertaking for No Conflict of Interest**

We hereby confirm that our company <insert name of the company/Firm> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

- Receive or have received any direct or indirect subsidy from any of them; or
- Have common controlling shareholders; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- Influence the decisions of State Urban Development Agency regarding this bidding process; or
- Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (supplied, manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
- Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- Association as Consultant / Advisor / Third party independent evaluating agency with any of the agencies taking part in the bid process.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

**Form-6: Formats for Submission of the Pre-Qualification Bid****Pre-Qualification Bid Checklist**

S. No.	Parameter/ Criteria	Supporting document to be Submitted	Compliance (Yes/No)	Page No and Section No in Bid
1	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of Rs. Five Lakhs only (Rs 5,00,000/-).	EMD may be submitted in Demand Draft OR Bank guarantee (BG) as per Form-1		Not Applicable
2	The bidder should furnish, as part of its proposal, a Tender Fees of Rs Ten Thousand only (Rs.10,000/-).	Demand Draft		Not Applicable
3	Pre-Qualification Bid Covering Letter	Form -2		
4	Bidders' Company profile	Form -3		
5	All criteria as per Pre-Qualification criteria mentioned in section 4.7 of this RFP mentioned	All documents as per Pre-Qualification criteria mentioned in section 4.7 of this RFP mentioned and Form-13 and Form-14 wherever applicable		
6	Certificate for undertaking for No Conflict of Interest	Undertaking as per Form 5		
7	No Deviation certificate	Form 7		
8	Power of Attorney in name of authorised signatory	Form 8		
9	Integrity Pact	Form 9		
10	Anti-Collusion Certificate	Form 10		
11	Undertaking on Exit Management and Transition	Form 11		
12	Fin Form 1 - Financial Bid covering letter	Form 19		
13	Copy of RFP & Corrigendum	Signed Copy of RFP & Corrigendum		

**Form-7: No Deviation certificate**

*(To be provided on the Bidder in Company letter head)*

Place:

Date:

To  
The Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar- 492002  
Chhattisgarh

Subject: Self Declaration of No Deviation in response to the RFP for **“Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”**

Reference: RFP No :<      > Dated<DD/MM/YYYY>

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:



**Form-8: Power of Attorney in name of authorised signatory**

(To be printed on Rs. 100/- Stamp Paper, Original To be submitted in envelop 1)

**POWER OF ATTORNEY**  
**To Whomsoever It May Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **“Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”**, vide Invitation for Tender (Tender Document) Document dated \_\_\_\_\_, issued by The CEO, State Urban Development Agency, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by State Urban Development Agency or any governmental authority, representing us in all matters before State Urban Development Agency, and generally dealing with SUDA in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Notice Inviting Tender |

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

**Form-9: Integrity Pact**

(To be printed on Rs. 100/- Stamp Paper , Original to be submitted with Envelop 1)

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <<day>> of <<month, year>>, between, on one hand, the President of India/ Governor of the state acting through the Chief Executive Officer, State Urban Development Agency, Chhattisgarh, Purchaser (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/s <<bidder’s legal entity >> represented by <<name and designation>> (hereinafter called the “BIDDER/Seller/Public Relations Management Agency ”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS State Urban Development Agency proposes to engage the Public Relations Management Agency / System Integrator (SI) for **“Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”** the BIDDER is willing to offer/has offered the services and WHEREAS the BIDDER is a private company, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of Chhattisgarh performing its functions on behalf of the President of India/ Governor of the state.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of State Urban Development Agency (SUDA), Chhattisgarh**

- 1.1. The State Urban Development Agency, Chhattisgarh undertakes that no official of State Urban Development Agency, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. State Urban Development Agency, Chhattisgarh will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information

to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of State Urban Development Agency, Chhattisgarh will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to State Urban Development Agency with full and verifiable facts and the same is prima facie found to be correct by the State Urban Development Agency, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by State Urban Development Agency and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by State Urban Development Agency, the proceedings under the contract would not be stalled.

## **2. Commitments of the BIDDER**

- 2.1. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.2. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of State Urban Development Agency, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of State Urban Development Agency or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with the Government.
- 2.4. BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5. The BIDDER further confirms and declares to State Urban development Agency that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of State Urban Development Agency or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by State Urban Development Agency as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12. If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of State Urban Development Agency, or alternatively, if any relative of an officer of State Urban Development Agency, who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 2.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of State Urban Development Agency.

For the purposes of clauses 2.11 & 2.12, the listed words shall have the ascribed meanings as follows:

- i) "Employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.
- ii) "officers/employee of the BUYER", means only those persons who are involved in the bid process / Project.
- iii) "Financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".

### **3. Previous Transgression**

- 3.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in the country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India/Chhattisgarh that could justify BIDDER's exclusion from the tender process.
- 3.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**4. Earnest Money (EMD)**

- 4.1. The Bidder's EMD of Rs. \_\_\_\_\_ deposited along with the bid/proposal shall remain valid till the submission of performance guarantee by the BIDDER.
- 4.2. In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by State Urban Development Agency to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.3. Within 30 days of the receipt of notification of award from State Urban Development Agency, the successful Bidder shall furnish the performance security equal to 10% of the value of contract from a commercial bank in accordance with the conditions of the Agreement, as prescribed in the RFP.
- 4.4. Performance security should remain valid from date of execution of Contract to the expiry of 60 days after the date of completion of all contractual obligations including warranty obligations.
- 4.5. No interest shall be payable by State Urban Development Agency to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

**5. Sanctions for Violations**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle State Urban Development Agency to take all or any one of the following actions, wherever required:
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by State Urban Development Agency and State Urban Development Agency shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by State Urban Development Agency, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from State Urban Development Agency in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the State Urban Development Agency, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to State Urban Development Agency resulting from such cancellation/rescission and the State Urban Development Agency shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by State Urban Development Agency with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond/Security in case of a decision by State Urban Development Agency to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.2. State Urban Development Agency will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of State Urban Development Agency to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

- 6.1. The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India/Chhattisgarh or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India/Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to State Urban Development Agency, if the contract has already been concluded

## **7. Independent Monitors**

- 7.1. State Urban Development Agency will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, S/he will so inform the Authority designated by the State Urban Development Agency.
- 7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7. State Urban Development Agency will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 1.8. The Monitor will submit a written report to the designated Authority of State Urban Development Authority within 8 to 10 weeks from the date of reference or intimation to him by the State Urban Development Agency/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8. Facilitation of investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, State Urban Development Agency or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is Raipur.

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11. Validity**

- 11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
- 11.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain

valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

State Urban Development Agency

Bidder.....

Chief Executive Officer

Authorised Signatory

Witness: 1.....

Witness: 2.....



**Form-10: Certificate Format for Corrupt, Fraudulent practice and Anti-Collusion**

“RFP for Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh for State Urban Development Agency (SUDA), Chhattisgarh.”

We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice and we are not in a practice of corrupt and fraudulent activities We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this        Day of , 202\_

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

**Form-11: Undertaking on Exit Management and Transition**

RFP Ref.

Date:

To  
The Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar- 492002  
Chhattisgarh

Dear Sir,

Sub: Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with the State Urban Development Agency, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the State Urban Development Agency or to an agency identified by State Urban Development Agency to the satisfaction of the State Urban Development Agency. I/We further undertake to complete the following as part of the Exit management and transition:
  - a. We undertake to complete the updation of all Project documents and other artefacts and handover the same to SUDA before transition.
  - b. If State Urban Development Agency decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency, then we shall provide necessary handholding and transition support.
2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from State Urban Development Agency.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Date:

Seal:

Business Address:

**Form-12: Technical Bid Covering Letter**

Date-XX/XX/XXXX

To  
The Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar- 492002  
Chhattisgarh

**Subject: RFP for “Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”**

**Ref: RFP No. <<.....>> dated << .....>>**

Dear Sir,

I (*in case of single bidder*) or We, <<*name of the undersigned Bidder and consortium members*>>, having read and examined in detail all the RFP documents in respect of “RFP for **Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**” do hereby propose to provide our services as specified in the RFP submitted by us.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure XXX of Section XXX of the RFP.

We hereby declare that our proposal/bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our proposal is binding on us and that you are not bound to accept a proposal you receive. This proposal is valid for 180 days after opening of technical bid. We shall extend the validity of the proposal, if required by Authority.

Thanking you,  
Yours sincerely,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**Form-13: Project Citation/ Credential Summary**

#	Project Name	Client Name	Client Type	Project value (in Indian Rupees)	Project Components	Documentary Evidence provided (Yes/No)	Project Completion (Implementation completion)	Project status (Completed/ ongoing/ withheld)
1								
2								
3								
4								
5								
6								
7								

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components like Public relation management, Media management etc.
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

**Form-14: Project Citations**

Name of the Project/Assignment:	
Description of services performed by the Bidder firm:	
Name of client and Address:(Also Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated Total cost of Project/Assignment (in Rs.):  Capital Cost: Operational Cost:	
Start date and finish date of the services  (month/ year):	
Date of Project Completion	
Brief description of the Project/Assignment:	
Copy of Work Order/Agreement/Contract/LoA/Client certificate or any other supporting documents:	

**Form-15: Manpower Deployment Plan**

Till Complementation of the project

#	Role					Total
		Month 1	Month 2	Month .....	Project Completion	
1						
2						
3						
4						
<Add more rows, if required>						
		Total				

**Form-16: Summary of Key Personnel proposed**

Bidders shall provide the **deployment of various key personnel at site (Named resource as per technical Evaluation criteria and any other vital resource Bidder like to propose)** with details of individual tasks

#### Particulars of Key Personnel

#	Name of the resource	Proposed role	Educational Qualification (e.g MBA/ Post Graduation)	Total Experience (In years)	Relevant Experience
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



**Form-17: Curriculum Vitae (CV) of Team Members**

1. Proposed Position				
2. Name of Firm				
3. Name of Expert				
4. Date of Birth		5. Citizenship		
6. Education				
7. Membership in Professional Associations				
8. Countries of Work Experience				
9. Languages	Language	Speaking	Reading	Writing
	English			
	Hindi			
10. Employment Record				
From		To		
Employer				
Position Held				
From		To		
Employer				
Position Held				
<b>Note:</b> Add separate sheet if required.				
11. Work Undertaken That Best Illustrates Capability to Handle the Tasks Assigned				
Year				

Location	
Client	
Project Value	
Main Project Features	
Position Held:	
Activities Performed:	
Note : Add Separate sheet if required.	

## Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience
- (ii) I was not part of the team who wrote the Scope of Work for this RFP.
- (iii) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the project and the schedule set out in the Proposal.

Or [If the CV is signed by the firm's authorized representative and the written agreement Attached]

I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named resource to submit his/her CV, and that I have obtained a written representation from the expert that he/she will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of Personnel or authorized representative of the firm] Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

**Form 18: Format for Performance Bank Guarantee****PERFORMANCE GUARANTEE**

Ref.

Bank Guarantee No:

Date:

To

The Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar- 492002  
Chhattisgarh

1. Against contract vide Advance Acceptance of the RFP/Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ covering “RFP for “**Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh**” (hereinafter called the said 'contract') entered into between State Urban Development Agency, Chhattisgarh, (hereinafter called the Purchaser) and M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch \_\_\_\_\_) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at \_\_\_\_\_ and a branch office at \_\_\_\_\_ are holding in trust in favour of the Purchaser, an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We (Name of the Bank /Branch) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ (Name of the Bank/Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ (Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ (Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

6. We .....(Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we,.....(Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only).

ii). The Bank Guarantee shall be valid up to .....; and;

iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ##.....

Authorized Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address

**Form-19: Fin Form 1 - Financial Bid covering letter**

(Covering Letter)

(On Bidder's letter head)

<Location, Date>

To  
The Chief Executive Officer,  
State Urban Development Agency,  
4<sup>TH</sup> Floor, D Block,  
Indravati Bhavan (HOD building)  
Nava Raipur Atal Nagar- 492002  
Chhattisgarh

**Sub: Submission of the response to the RFP No <> dated <>**

Sir,

I/We, ..... (Bidder's name) herewith enclose the Financial Bid for **“Selection of Public Relations Management Agency for State Urban Development Agency (SUDA), Chhattisgarh”**

I/We agree that this offer shall remain valid for a period of 180 days from the Bid Due Date, or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Bid is to be submitted strictly as per forms given in the RFP.

**Form-20: Fin Form 2 - Financial bid format**

&lt;To be strictly submitted online only&gt;

NOTE: If this annexure is found as a part of the Technical Proposal, it will lead to disqualification of the bidder

(Inclusive of all other taxes, duties, levies excluding GST)

Sr No.	Position	Deployment in Man months	Man month Rate without GST (C)	Total Price
		A	B	(A×B)
1	Team Leader (1 Nos.)	24		
2	Branding Specialist and coordinator (1 Nos.)	24		
3	Social Media Manager (2 Nos.)	48		
4	Mass Media Manager (1 Nos.)	24		
5	Content Writer cum Communication Specialist (3 Nos.)	72		
6	Graphic Designer (2 Nos.)	48		
7	Photographer (2 Nos.)	48		
8	Videographer (2 Nos.)	48		
9	Photo and Video Editor (1 Nos.)	24		
<b>Total</b>				

**INSTRUCTIONS:**

1. Grand Total will be considered for financial evaluation of the bid.
2. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
3. Client reserves the right to ask the consultant to submit proof of payment against any of the taxes, duties, levies indicated.
4. Bidder should provide all prices as per the prescribed format.
5. All the prices are to be entered in Indian Rupees and in the Indian Numerical format ONLY.
6. The Unit Rate as mentioned in the formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, Client retains the right to negotiate this rate for future requirement.
7. No escalations of prices will be considered under any circumstances during contract tenure.
8. Bidders must carefully read the Scope, ToR and all other terms and conditions mentioned in this RFP.
9. Payments will be made in the currency (INR)

**Form-21: Formats for Submission of the Technical Bid****Technical Bid Check-List**

S. No.	Parameter/ Criteria	Supporting document to be Submitted	Compliance (Yes/No)	Page No and Section No in Bid
1	Technical Bid Covering Letter	Form 12		
2	All criteria as per Pre-Qualification criteria mentioned in section 4.8 of this RFP mentioned	All documents as per Pre-Qualification criteria mentioned in section 4.8 of this RFP mentioned and Form-13 and Form-14 wherever applicable		
3	Manpower Deployment Plan	Form 15		
4	Summary of Key Personnel proposed	Form 16		

-----End of Document-----