

# VADODARA SMART CITY DEVELOPMENT LIMITED



## **TENDER DOCUMENT FOR** Selection of Digital Media Agency for Social Media Handling for VMC/VSCDL 2<sup>nd</sup> Attempt

General Manager (IT)  
**Information Technology Department**  
Vadodara Smart City Development Limited (VSCDL)  
Khanderao Market Bldg., Palace Road  
Vadodara - 390 001.

Tender No. 707/24-25

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The information provided by the bidders in response to this Tender Document will become the property of VSCDL and will not be returned. VSCDL reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by VSCDL. It should not be reused or copied or used either partially or fully in any form.

Seal of Bidder

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Signature of Bidder

## **TABLE OF CONTENT**

- 1 : INSTRUCTIONS TO BIDDERS
- 2 : Scope of Work and Eligibility Criteria
- 3 : Prequalification Criteria and Bid Evaluation
- 4 : Preparation & Submission of Bids
- 5 : General Terms & Conditions
- 6 : Payment
- 7 : FORCE MAJEURE
- 8 : Confidentiality
- 9 : Other Instructions to Bidder

## Preliminary Definitions

- 1 **"Act"** means Gujarat Provincial Municipal Corporation Act, 1947.
- 2 **"Tender Document"** shall mean this Tender Document and shall include Introduction, Invitation for Bids, Instructions to Bidders, Scope of Work, Technical Requirements Specifications, Functional Requirements Specifications and the terms and conditions and Schedules, Annexure or addendum hereto, as may be amended from time to time.
- 3 **"Bidder"** means Bidder /Consortium partner, in relation responding to this tender.
- 4 **"PROPOSAL"** shall mean Request for Tenders.
- 5 **"Maintenance"** shall mean and include ongoing production support and small software modifications, bug fixing, enhancements, online and onsite help, support services and adaptation to changed environments.
- 6 **"Data"** shall mean the information in relation to the VSCDL made available to the Bidder for the project.
- 7 **"Contract"** shall mean the agreement to be entered into between VSCDL and the successful Bidder.
- 8 **"Bid Document"** shall mean the document submitted by the Bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
- 9 **"Authorized Representative"** shall mean any person/agency authorized by either of the parties.
- 10 **"Rates/Prices"** means prices of supply of equipment and services quoted by the bidder in the Commercial Bid submitted by him and/or mentioned in the contract.
- 11 **"Services"** means the work to be performed by the implementation partner pursuant to this contract, as detailed in the scope of work.
- 12 **"Site"** shall mean the location(s) for which the contract has been issued and where the service shall be provided as per agreement.
- 13 **"VMC"** means VADODARA MUNICIPAL CORPORATION including all the related departments/branches availing the service from the Bidder.
- 14 **"VSCDL"** means VADODARA SMART CITY DEVELOPMENT LIMITED including all the related departments/branches availing the service from the Bidder.

# Bid Invitation Notice

Sealed and super scribed tenders are invited from national recognized agency working with either state or central government or semi-government worth sound technical and financial capabilities and processing the required equipments for the below mentioned work. The firm must be well established since last five years in the same field.

## Important Information for Bidder

1	Name of Work	Tender for Selection of Digital Media Agency for Social Media Handling for VMC/VSCDL
2	Bid Type	Two Bid (Technical and Financial)
3	Tender Fee (Non-Refundable)	Tender Fee of INR 2000/- by Demand Draft only
4	Tender Issue Start from	11/11/2024
5	Pre-bid Meeting	14/11/2024, (Online mail only before 15:30 Hrs.)
6	Last Date for Submission	On or Before 25/11/2024 up to 16:00 Hrs.
7	Earnest Money Deposit (EMD)	EMD of INR 36820/- (Rupees Thirty Six Thousand Eight Hundred Twenty only) shall be in form of Demand Draft in favour of "Vadodara Smart City Development Limited" from any nationalized/scheduled banks, payable at Vadodara
8	Tender Validity	180 Days
9	Submission of Tender Fee, EMD and Technical Bid	In seal Should be superscripted on envelope the name of work and strictly by RPAD/Speed Post before 26/11/2024 up to 16:00 Hrs. to General Manager (IT), Information Technology Department, Khanderao Market Bldg., Palace Road, Vadodara-390001

Conditional tenders are liable to be rejected. The CEO, VSCDL, Vadodara reserves the right to reject any one or all tenders without assigning any reason thereof.

### **General Manager (IT)**

VSCDL, Vadodara.

## Instructions to Bidders

- 1 Bidders who wish to participate in this tender will have to register on website <https://tender.nprocure.com>
- 2 Digital Certificate: Bidders who wish to participate in on line tenders will have to procure /should have legally valid digital Certificate as per Information Technology Act 2000 using which they can sign their Electronics bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions a Division of GNFC Ltd., who are the licensed Certifying Authority by Govt. of India.
- 3 All bidders should be Digitally Signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted:

(n)code solutions  
A division of GNFC  
301, GNFC Infotower, Bodakdev,  
Ahmedabad - 380 054 (India)  
Tel: +91 26857316/17/18 Fax: +91 79 26857321  
E-mail: nprocure@gnvfc.net  
Mobile: 9327084190, 9898589652
- 4 The tender document can be downloaded from website <https://tender.nprocure.com>.
- 5 Bidders who already have a valid Digital certificate need not procure a new digital certificate.
- 6 Bidders can prepare & edit their offers numbers of items before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
- 7 Bidder shall submit their offer i.e. Commercial Bid in Electronic format on above mentioned website & Date shown above after digitally signing the same.
- 8 Rates submitted without digitally signed will not be accepted.
- 9 Rates in physical form will not be accepted in any case.
- 10 Rates shall be quoted in Indian Rupees only.

- 11 Bidders are advised to study the RFP document carefully before participating. It shall be deemed that the bidder has submitted his bid after their careful study and examination of the RFP document with full understanding of all the clauses in the entire body of the RFP and its implications. Bidders are also recommended to visit VSCDL/VMC and understand the requirements to allow them to propose the best fit solution.
- 12 Bids are to be submitted as per enclosed format only. Attach the certificates, brochures & other documents asked for in the RFP document. Provide additional supportive documents, wherever necessary.
- 13 This RFP document is non-transferable.
- 14 VSCDL shall not be responsible for any postal delay about non receipt / non delivery of the documents.
- 15 The Bidder shall bear all costs associated with the preparation and submission of its bid and VSCDL shall in no event or circumstance be held responsible or liable for these costs, regardless of the conductor outcome of the bidding process.
- 16 VSCDL shall make efforts to respond to any request for clarification of the RFP document in the email only. Such response/clarification shall be to the extent possible be made in writing. The bidders would be required to submit their queries to VSCDL. Queries not submitted within this deadline may not be taken up.

The queries must be submitted on the company letter head and in the following format. The queries must be sent either through Post, Courier, in Person or scanned copy attached in email (directorit@vmc.gov.in).

<b>Sr. No.</b>	<b>RFP Section No.</b>	<b>RFP Clause No.</b>	<b>Reference/Subject</b>	<b>Clarification Sought</b>

The queries not adhering to the above mentioned format shall not be responded to.

- 16 At any time before the deadline for submission of bids, VSCDL may, for any

reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same and the document shall be available on the internet. It is the responsibility of the bidders to look for the same.

In the event of any amendment, VSCDL reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment in to account while preparing their bids.

- 17 The Bidder shall quote price in clear terms. Breakup should abide by the Format for Commercial Bid. **The rates quoted should be inclusive of GST and all other taxes.** All prices shall be for delivery of services at VSCDL's premises up to the satisfaction of VSCDL or their representatives (if any).
- 18 The Commercial Bids should strictly confirm to the formats to enable evaluation of bids and special care may be taken that the bid shaving any hidden costs or conditional costs will be liable for rejection.

The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by VSCDL and will not in any way limit VSCDL's right to contract on any of the terms offered.

# Scope of Work and Eligibility Criteria

## Scope of the Work

The scope is specified below. It is to be noted that the roles & responsibility of Digital Media Agency (DMA) will be inclusive but not limited to the following. The Digital Media Agency will be required to carry out all activities and perform roles & responsibility to meet the objective of the Citizen Engagement. Necessary cost for the infrastructure/back end experts (if any) should be included in the financial bid by the Bidder.

### 1.1 Branding, content strategy, content creation, content moderation and channel management for Vadodara Social Media Project

Branding, content strategy, content creation, content moderation and channel management for citizen engagement ecosystem comprising following VSCDL/VMC channels:

<b>Facebook</b>	Content Creation, Content Response, Content Moderation
<b>Twitter</b>	Content Creation, Content Response, Content Moderation
<b>Instagram</b>	Content Creation, Content Response, Content Moderation
<b>Threads</b>	Content Creation, Content Response, Content Moderation
<b>YouTube</b>	Content Creation, Content Response, Content Moderation
<b>WhatsApp</b>	Content Creation
<b>Mobile App</b>	Content Creation, Content Response, Content Moderation, SMS/Email Campaign Management

etc.

Content Creation will require creation of content in following forms:

- Text/Blogs
- Images/Photos
- Videos/Digital films
- Podcasts/Audio
- Infographics
- Jingles
- Posters/Flyers



- Short films/documentaries
- Training films

etc.

Digital media vendor is expected to interlock with VSCDL and VMC and take inputs in any format such as print and digital.

The above-mentioned services list is indicative and VSCDL/VMC may add/ remove any service to the above list in future in consultation with the successful bidder. VSDCL/VMC may add any other social media channel at no additional cost to the above list.

The Selected Bidder shall adhere to the detailed Scope of Work of Social Media handling activity as described in section 6

## **1.2 KEY ENGAGEMENT CHANNELS**

There are multiple channels to cater to varying demography and different service needs of the citizens. All these channels must have "single source of truth" & should have uniform fulfillment processes. These channels would also cover citizen's services rendered from VSCDL/VMC and its processes. The communication around obtaining services through these processes (Eg: How do I) shall also be made available by Digital media agency and could be used for any channel as per the need. The idea is to integrate the various channels in order to make a comprehensive strategy for an integrated communication. This recognizes various channels for engagement and combines them to provide clarity, consistency, and maximum communication impact. The main channels identified are:

### **1.2.1 Social Media**

Social media plays a critical role in citizen engagement, mainly by connecting everyday citizens with government and making communication more open and transparent. The ever-increasing use of social media has made it necessary for VSCDL & VMC to better the communication on different social channels to ensure that the information is disseminated and it reaches out to the target audiences.

The digital media agency would help in developing a comprehensive social media strategy on social media including but not limiting to on Twitter, Facebook, Whatsapp, Instagram etc. The social media plan may involve development of creative in the form of images, infographics, short films, posts, blogs, etc. Indicative list of activities for Twitter and Facebook are listed below, however final list of activities shall be designed based on the requirement of VSDCL/VMC on selected social media platforms. This allows VSCDL/VMC to move from managing documents to managing digital information that can be shared, secured, and presented in a way that's most serviceable to the citizens. Indicative list of activities for Facebook, Twitter and YouTube are listed as under for reference, however final list of activities shall be designed based on the requirement of Vadodara city on selected social media platforms.

### **Facebook**

Featured Facebook pages (E.g. VMC, VSCDL) to be created wherein all audio visual media, interviews, digital films etc. may be posted.

### **Twitter**

Featured twitter accounts for VMC and VSCDL to be created. New tasks/ contests/ discussions/ groups/ rewards may be tweeted about on a daily basis.

### **Instagram and Threads**

Featured Instagram accounts for VMC and VSCDL to be created. New tasks/ contests/ discussions/ groups/ rewards may be tweeted about on a daily basis.

### **Whatsapp**

The Whatsapp is assumed to be used as an information dissemination medium to make citizens aware about important ongoing/upcoming activities. Community groups to be created for this purpose.

### **You Tube**

A Vadodara City channel on You Tube should be created where all visual media, digital films/animated films etc. may be posted. Pre-roll ads may be created and posted on most watched or popular videos to increase branding and promotion.

The digital media agency will be responsible for creating jingle ring tones and phone/desktop/laptop screensavers for download from **Vadodara city portal**.

## **1.3 RESPONSIBILITIES OF DIGITAL MEDIA AGENCY**

### **1.3.1 VSCDL/VMC Branding & Promotion**

For building VSCDL's/VMC's unified citizen engagement platform and VSCDL/VMC as a brand, Digital media agency should first define a branding strategy for VSCDL/Vadodara Municipal Corporation comprising of brand strategy for Vadodara City platform covering traditional media, digital media, and other channels.

The Brand strategy is expected to cover:

- Promoting the city brand Vadodara by enhancing the city's reputation as a great place to live and work and as destination to explore, by attracting customers, visitors and residents, encouraging investment from business and other levels of government
- Creation & branding of the platform for Vadodara City. Generate buzz about Vadodara and its projects and inform citizens over the status/progress of such projects.
- Awareness creation through information dissemination in terms of Governance Schemes/Policies/Services amongst citizens. Populating, publishing and updating the content as and when required on 24X7 basis. The frequency of information will be on a continuous and daily basis.
- Awareness creation about VMC & VSCDL and its components amongst Citizens
- To increase public participation in governance, the agency should be able to develop interesting and innovative content, campaigns, in order to have proper communication strategy for various platforms to enhance the reach of content in real time basis and to increase engagement from the citizens.

The brand strategy to also include a comprehensive action plan to disseminate information about the Vadodara city channels, its components, enhance visibility of various modules and inform citizens regarding updates on various platforms. To finalize the Brand strategy and action plan, Digital media agency to conduct necessary workshops with VSCDL/VMC key stakeholders for their agreement. Public Relations plan to be a part of the overall strategy plan. Digital Media agency will undertake the conceptualization of branding & promotion activities and further implement the approved activities for VSCDL/VMC. Until the Brand strategy and action plan is

finalized, Digital media agency is expected to work on local instructions from VSCDL/VMC.

### **1.3.2 Content Management**

VMC envisages digital services to be additionally delivered by them apart from existing website, mobile application and other physical touch points.

Below are the key constituents comprising the overall content management for the project:

#### **1.3.2.1 Content Strategy**

In order to appeal to the masses, it is proposed that the content will be designed to cater to the entire spectrum of audiences in multiple languages- Gujarati, English, Hindi. From the literate to the illiterate, from the technology-savvy to the technologically-challenged, from the well-to-do to the not-so-well-off, from the urban to the rural populations and from the young to the aged, all will be served with this platform. It will present information in various means to the public and will aim to satisfy most of their information needs. Pertinent information will be made available in a manner that can be understood by the layman. The content strategy to also include a communication plan as well as channel content optimization plan.

#### **Communication Plan**

The agency is expected to create a formalized communication plan as part of content strategy for VSCDL/VMC and deliver it on agreed timelines. To finalize the Communication matrix and further plan, Digital media agency to conduct workshops with VSCDL/VMC HODs for their agreement.

#### **Channel Content Optimization**

The information to be published over all channels needs to be collected from the various departments of VSCDL/VMC by Digital Media Partner. For content upload, a priority based approval mechanism to be followed. This priority can be arrived at as per impacted population, urgency and degree of impact. The priority would decide the channel for publishing of the content, whether it is portal, FB, Twitter, WhatsApp etc. The approval and publication will be supported by the Content Management System of the web portal once available. While the content management system is available for production use, manual approvals will be required for priority setting and publishing.

### **1.3.2.2 Content Creation**

The Digital Media Agency would be responsible for creation & publishing the content on all Citizen Engagement platforms. To best serve the citizens of Vadodara, the Digital Media Agency will support the content creation, content moderation and content publishing. The agency would be required to advise VSCDL/VMC on apt communication strategy including media/content options and formats for various campaigns. The agency will also help VSCDL/VMC conceptualize and conduct workshops, events, launches and workshops.

- The Digital Media agency will be responsible for conceptualizing and developing content in different formats like text, info graphics, dashboards, jingles, short films/documentaries, training films, audio visual material in any other formats as per requirement.
- The Digital Media agency will be responsible for conceptualizing creative design attractive merchandise for different audiences as per VSCDL's/VMC's requirement.
- The Digital Media Agency will also help the conceptualization and design material for outdoor activities like hoardings, bus/train panels, bus shelters, panels & posters in metro rail and metro stations, railway stations and airport, illuminated signage, wall paintings, display panels, other exhibition materials etc.
- The Digital Media agency will be responsible for providing live webcasting on web portal/specified channels for important events & functions. The Digital Media agency will capture the video and sound output provided by VSCDL/VMC or by appointed agency of VSCDL/VMC and carry out necessary activities for providing webcasting on web portal/specified channels for important events and functions. The bandwidth for this purpose will be provided by VSCDL/VMC.
- The agency should be able to prepare content for the following types, including but not limited to:

<b>Type</b>	<b>Definition</b>	<b>Methods</b>
Debate	These methods are dialogue based and might be used in citizen relationship management	<ul style="list-style-type: none"> <li>• Online Forums</li> <li>• Blogging</li> </ul>
Decide	These methods are decision orientated and might be used for policy making	<ul style="list-style-type: none"> <li>• ePetitions</li> <li>• eParticipatory Budgeting</li> <li>• Online Consultation</li> <li>• ePanels</li> <li>• Ranking</li> <li>• Online Survey</li> <li>• Open Contest</li> <li>• Crowd-casting</li> </ul>
Discover	These methods are for exploration and might be used for new service development	<ul style="list-style-type: none"> <li>• Idea Sourcing</li> <li>• Debate or argument visualization</li> <li>• Electronic Poll</li> <li>• Online Quizzes</li> <li>• Opinion Sourcing</li> <li>• Content Hosting</li> </ul>
Do	These methods are action orientated and might be used for corporate social responsibility	<ul style="list-style-type: none"> <li>• Social Reporting</li> <li>• Online Pledges</li> <li>• Live Co-Creation</li> </ul>
<p>Note: The content for all the above formats are required to be made in multiple languages (Gujarati, English and Hindi) as per the requirement of VSCDL/VMC.</p>		

Towards this objective, the Digital Media Agency will be required to depute the manpower, experienced in moderating workshops, contests, analyzing discussion threads on similar threads and creating a summary for VSCDL/VMC. It would also be responsible for the operations such as coordinating with the concerned authorities for creating groups/ discussions/ polls/contests. It is also expected that it would generate weekly and monthly reports on the discussions/opinions on the VSCDL/VMC. These reports would provide insights to VSCDL/VMC on the activities happening on the citizen engagement portals, analysis of trends and identification of actionable. It would create the protocols and policies for the platforms along with processes in collaboration with VSCDL/VMC. Proper approvals and signoffs from VSCDL/VMC authorities for all media plans, strategies, and content produced to be taken.

All content under the RFP Scope has to be developed in one or multiple languages (Gujarati, English and Hindi) depending on the target audience.

### **1.3.2.3 Content Moderation**

#### ***User generated content Moderation Types***

- User Generated Content, or UGC, is a valuable resource of all social driven organizations, especially government organizations. The content is often manifested through visitor/reader comments, citizen reviews, different image uploads and videos.
- The agency should be responsible for online reputation management and social listening. The agency should respond to the negative articles/news related to VMC and VSCDL after consultation with VSCDL/VMC.

#### ***Recommended Approach for Content Moderation for VSCDL/VMC***

- The UGC would be generated from various sources such as: Mobiles, Computers, cameras, web cams, existing web content

The recommended approach is that 80% of the moderation should be done using machine filters, 10% moderation to be handled via community moderation and rest 10 % to be done by human intervention (post moderation technique)

The community moderation would have features like: 'report abuse' for bad comments, 'like' for good comments, 'reply' to reply to specific comment. The content around these features will be the responsibility of the digital media agency.

Agency performing the scope as per RFP will strive to build the reputation of VSCDL/VMC and will do the needful to ensure that the same is not spoiled.

### **1.3.2.4 Content Repository**

#### ***Content Repository***

The agency should have a knowledge repository for case studies of Citizen/User Engagement, Success stories of tasks, Outcome of Discussion groups, Profile of Contests & potential benefits, Summary of various citizen engagements, lessons learnt, Terms of Reference, legal documents, guidelines, frameworks for Citizen Engagement. It should manage a repository of digital assets such as images, videos, documents and dynamic media. Digital Media Agency is expected to maintain the Knowledge Repository with existing available storage resources of VSCDL/VMC.

The Agency will collect data across all digital touch-points to aggregate into a report(s) that ensures all creative and media communications are working properly, contracts are being honored and problems/opportunities are followed up on. The report will be presented to VSCDL/VMC on a periodic basis and shared with other stakeholders as requested by VSCDL/VMC.

### **1.3.3 Channel Management**

The mentioned channels need to be monitored and updated as per agreed action plan. The message across channels needs to be consistent and the communication should be integrated. All content should be multilingual in nature with appropriate hashtags.

The agency should utilize the features of various social media channels e.g. for Facebook live Video publishing tool capability, filming, stitching and editing techniques, 360 Facebook, mentions, rights manager, social plugins, etc.; for Twitter contact management, rights manager, social plugins, etc. The agency should also utilize content around event management includes participation forms, polls, surveys, voting & results, actionable posts/articles, Facebook Mentions, go live, share everywhere, talk with citizens, optimized content for target Audience, smart publishing. The agency will post on important ongoing/upcoming activities to be posted for selected channels almost on daily basis.

For all other channels, content to be updated as per the agreed action plan and to make it relevant, up to date and engaging. Cross channel endorsements to be made in order to optimize content and improve engagement over various channels. Until the Communication plan is finalized, Digital media agency is expected to work on local instructions from VMC/VSCDL.

For feedback management from citizens, Digital media agency is expected to work with the Complaint Management team of VSCDL / VMC to provide feedback/comments/appropriate reply on incoming negative sentiments from citizens.



## **Eligibility Criteria**

### **The Bidder should**

- Have Minimum 6 years of experience for maintenance of such work.  
Bidder should submit three completed work costing not less than the amount equal to 40% of the estimated cost  
Or  
Bidder should submit two completed work costing not less than the amount equal to 50% of the estimated cost  
Or  
Bidder should submit one completed work costing not less than the amount equal to 80% of the estimated cost
- Have proof of having local office in Vadodara (Provide Professional Tax paid receipt).
- Have GST registration, if applicable. Chartered Accountant certified would be required for the non-applicability of the same.
- The bidder company has average annual turnover during last 3 years, ending 31<sup>st</sup> march of the previous financial year, should be at least 5.5 lacs, company has to produce Turnover certificate from Chartered Accountant or Income proof for last 3 years

## **Prequalification Criteria and Bid Evaluation**

1. VSCDL shall evaluate and compare the bids determined to be substantially responsive.
2. Bidder is one who has responded to the PROPOSAL. The Bidder shall duly fill in all the information specified in the pre-qualification criteria specified in herein below. In the event of any additional information required by the VSCDL other than that specified in the pre-qualification criteria, the Bidder to the VSCDL shall duly submit such information in the prescribed time. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same.
3. Prior to the detailed evaluation of the Technical Bids, VSCDL shall determine whether each bid is
  - a) complete
  - b) is accompanied by the required information and documents and
  - c) is substantially responsive to the requirements set forth in the Proposal.
4. A substantially responsive Bid is one, which conforms to the requirements, terms & conditions and specifications of the Proposal without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or which limits in any substantial way, inconsistent with the Proposal, VSCDL's rights or the Bidder's obligations for, performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
5. In order to reach such a determination, VSCDL will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this Proposal. VSCDL's evaluation in this regard shall be final and binding on the Bidder.
6. Any effort made by the Bidder to influence the VSCDL in the evaluation/ contract award decision, may result in the rejection of the Bidder's bid.
7. During evaluation of bids, VSCDL may, at its discretion, ask the Bidder for a clarification of its bid. VSCDL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated

as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

The Bidder's eligibility for pre-qualification/short-listing will be evaluated based on the following parameters.

**Opening of Technical Bids:** VSCDL will open all Technical Bids of those bidders who have submitted the EMD, Tender Fee and submit all eligibility criteria documents.

### **Technical Proposal - Evaluation Criteria**

- a) The Bidder shall duly fill in all the information specified in the eligibility criteria. In the event of any additional information required by the VSCDL other than that specified in the qualification criteria, the Bidder to the VSCDL shall duly submit such information in the prescribed time. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same.
- b) Tendering authority may ask the bidder for a Post-Bid Technical demonstration confirming the specifications of tender to qualify the technical bid, which would be evaluated by the Evaluation committee.
- c) Based on the results of the Technical evaluation, VSCDL shall then proceed to open and evaluate the **Commercial Bid**. The Commercial evaluation will take into account the information supplied by the Bidders in the Commercial Bid, and the same shall be evaluated in accordance with the evaluation criteria specified in the proposal.

**Opening of Commercial Bids:** Commercial Bids will be opened and compared after the technical evaluation has been completed for those Bidders whose Technical Bids reach the minimum standard needed for the task.

**Announcement of Bids:** The Commercial Bids will be opened, in the presence of Bidder's or their representatives who choose to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. In the event of the specified date of Bid opening being declared a holiday for VSCDL, the Bids shall be opened at the appointed time and location on the next working day.

The Bidders/Bidder's representatives present at the Commercial Bid opening shall sign a register evidencing their attendance.

The name of Bidder, bid prices, total amount of each Bid, alternative prices (if any), etc. shall be announced by the VSCDL at the Commercial Bid opening.

**Clarification of Bids:** To assist in the evaluation, comparison and an examination of bids, VSCDL may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, VSCDL reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### **Award of Contract**

#### **VSCDL's right to accept any Bid and to reject any Bid or all Bids**

Notwithstanding anything stated herein, VSCDL reserves the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason and thereby without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidder's of the grounds for VSCDL's action/decision.

#### **Notification of Award**

##### **Notification to Bidder**

The Bidder whose Bid has been accepted shall be notified of the award by the VSCDL prior to the expiration of the period of validity of the proposal, by registered letter or by fax. This letter (hereinafter the "Letter of Acceptance") shall state the sum that VSCDL shall pay the Bidder in consideration of the execution, completion and maintenance of the work as prescribed by the Contract (hereinafter the "Contract Cost") in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within Seven (7) days from the receipt of the Letter of Acceptance.

#### **Signing of agreement**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and VSCDL shall promptly and in no event later than 7 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. VSCDL shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

### **Failure to abide by the Contract**

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of VSCDL with such penalties as specified in the Bid Document and the Contract.

**Termination of Contract Termination for Default** VSCDL may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason if

- The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by VSCDL.
- The qualified Bidder fails to perform any other obligation(s) under the Contract.

If the Bidder is in material breach of the representations and warranties contained in this Contract upon receipt of the notice of default, the Bidder shall, within a period of ten (10) working days thereof, vacate the premises of VSCDL and return all Intellectual Property of the VSCDL. The disputes, if any, shall be decided by the General Manager(IT), VSCDL whose decision shall be final and binding on the Parties.

### **Termination for Insolvency, Dissolution, etc.**

VSCDL may at any time terminate the Contract by giving written notice to the qualified Bidder without compensation to the Bidder, if the qualified Bidder becomes bankrupt or is otherwise adjudged insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to VSCDL.

### **Termination for Convenience**

VSCDL reserves the right to terminate by prior written notice, the whole or part of the Contract. The notice of termination shall specify that termination be for VSCDL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective. Upon termination of this Contract, VSCDL shall have the right to enter into an agreement with any third party for the Project and Maintenance and shall in no way be answerable to the Bidder for such acts. The Earnest Money Deposit and/or Performance Guarantee given to the VSCDL by the Bidder shall be confiscated.

### **Corrupt or Fraudulent Practices**

- 1) VSCDL requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, VSCDL defines for the purposes of this provision, the terms set forth as follows:
  - a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the VSCDL official in the procurement process or in contract execution; and
  - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of VSCDL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive VSCDL of the benefits of the free and open competition;
- 2) VSCDL shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices. Also, in such case, the deposits will be forfeited and the bidder will be blacklisted for doing any business with VSCDL for the period decided by the authority.

### **Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the VSCDL's interpretation of the clauses shall be final and binding on all parties.

VSCDL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

# Preparation & Submission of Bids

## 1 General Instructions & Information:

- 1.1 Tender rates (i.e. Financial Bid) will be accepted only by e-Tendering on website viz. <https://tender.nprocure.com>.
- 1.2 All other documents (i.e. Technical Bid) should be send to the Information Technology Department of VSCDL.
- 1.3 Before filling in any of the details asked for, Bidders should go through the entire bid document and get the required clarifications; if any, from VSCDL before bidding. No queries will be entertained after bidding.
- 1.4 The successful bidder shall have to pay Security Deposit as per the rules of VSCDL prevailing at the time of the contract assignment.
- 1.5 The EMD Amount paid shall be forfeited:
  - 1.5.1 If a Bidder withdraws the offered bid during the period of Bid Validity,
  - 1.5.2 Or if a successful Bidder fails:
    - a) to furnish the Security Deposit in the assigned time; or
    - b) to sign an agreement with VSCDL in the assigned time.

## GENERAL TERMS & CONDITIONS

1. The **Tender will be** considered as **rejected if** (a) it is not accompanied by a D.D. for EMD and all the other documents asked under C.1 above, (b) tender is not submitted in this prescribed Tender Form of VSCDL (**returning all the pages therein**); with the stamp & signature of the authority on all the pages therein OR (c) tender contains vague & indefinite expressions and quoted with conditional rates.
2. Interested applicants are advised to study the document carefully. Submission of Application shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
3. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and VSCDL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
4. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
5. Each offer shall specify only a single solution which is cost effective and meeting the tender specifications and it is the responsibility of the Bidder to decide the best of breed solution.
6. Excuse from Claim: The Bidder at no point of time can excuse themselves from any claims by VSCDL whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in RFP document.
7. About quoting the rates.....
  - (a) Please quote your rates strictly on website viz. <https://tender.nprocure.com> (e-Tendering Process) only. The rates quoted anywhere else will be rejected and any justification for the same by any bidder will not be considered in any circumstances. Doing so by any bidder will lead to disqualification of the tender.



8. Right to Termination/Cancellation: Notwithstanding anything contained in this document, VSCDL, reserves the right to cancel/terminate the bid/proposal process without assigning any reason whatsoever, at any time prior to signing the contract and VSCDL shall have no liability for above-mentioned actions.
9. COMPLETENESS OF BIDS:  
  
VSCDL will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document. Information must be furnished in comprehensive manner against each column of Bid Document.
10. RECTIFICATION OF ERRORS:  
  
Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened.
11. EMD shall be forfeited if the tender is withdrawn during the validity period.
12. In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time, the bid will be rejected by VSCDL as non-responsive.
13. VSCDL is not responsible for delay, loss or non-receipt of tender documents sent by the post.
14. VSCDL reserves the rights to accept any one tender or reject any/all tenders without assigning any reasons.
15. VSCDL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, 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 VSCDL's action.
16. Printed terms and condition of the tender will not be considered as forming part of the tender and offer. Cancellation of or not agreeing with any terms and conditions of VSCDL will not be entertained in any circumstances.

17. A bid valid for a shorter period shall be rejected as non-responsive. If required, VSCDL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
18. All correction/addition/deletion shall require authorized countersign.
19. **Modification and Withdrawal of Bids**
  1. No bids will be allowed to be modified subsequent to the final submission of bids.
  2. No bid will allowed to withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
20. **The selected Bidder** for award of the assignment, (a) will sign an agreement on the Govt. stamp paper to be purchased by the bidder as per the prevailing rules and regulations of VSCDL and (b) will have to pay the security deposit, @ 3 % of the order value by D.D. or in Bank Guarantee
21. The Security Deposit will be returned only after successful completion of the delivery and E.M.D. will be returned only after one year from completion of the contract period.
22. **Period of Validity of Bids:**
  - Bids shall be valid for 180 days after the date of technical bid opening prescribed by VSCDL. Any Bid valid for a shorter validity period shall be rejected by VSCDL as non-responsive bid.
  - In exceptional circumstances, VSCDL may solicit the all Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be permitted to modify its bid/rates.
23. **Amendment of Bidding Documents (Corrigendum)**
  1. At any time prior to the deadline for submission of bids, VSCDL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
  2. The Corrigendum/amendment to the tender, if required any, will be published on <http://vadodarasmartcity.in>, <https://tender.nprocure.com>

and [www.vmc.gov.in](http://www.vmc.gov.in) without any notice being published in the newspaper. Thus, Bidder must check above websites periodically during tender process.

3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids VSCDL, at its discretion, may extend the deadline for the submission of bids.
24. Bidder shall be well aware of Cyber Crime rules/regulation and shall preserve necessary information/log as per requirement of cybercrime rules and regulation.
25. Both legal and equitable title to the material, equipments and software covered by the contract shall pass on to the VSCDL. In case of requirement, the software's registration liability will rest only on the Bidder. Registration must be done under the name of "General Manager (IT)", Vadodara.
26. The rates quoted will remain in force for the full period of the AMC. No demand for revision of rates on any account shall be entertained during the contract period.
27. The Bidder will not subcontract or permit anyone other than the bidder personnel to perform any of the work, services or other performance required of the bidder under this Agreement without the prior written consent of VSCDL/VMC.
28. The bidder should maintain the Political & Administration accounts too.
29. The bidder has to make videography of any program of VSCDL/VMC.
30. The bidder has to make videos for project of VSCDL/VMC.
31. The bidder should involve development of creative in the form of images, infographics, short films, posts, blogs, banners etc. The bidder should develop creative Awareness campaign and theme base campaign. VSCDL/VMC have VMD in Vadodara city, bidder should create different size of banners.
32. The bidder should increase the positive likes and put all positive stories/news of VSCDL/VMC in Social media on daily basis.
33. Whatever work related to social media should be done by the bidder.

34. The bidder's staff should be visit the various offices of VSCDL/VMC and update/publish on social media. Any complaint from Social Media then bidder's person should analyze it and forward to concern department and also after completion reply on social media.
35. During the performance of the contract, if the person(s) of the bidder meet with any accident which results into the death or injuries to the person(s) of the bidder or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of the bidder only. VSCDL/VMC will not be responsible in any way.
36. VSCDL/VMC may extend the maintenance & support contract after successful AMRC for subsequent Second & third year, with the same or lower rate and terms & conditions and the same will be binding on the assignee.
37. **Tax Liability**

GST (Goods & Service Tax) has come in existence from 1st July 2017. Contractor / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case VSCDL shall be liable for the same. Further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / Performance Guarantee Amount.

The contractor will submit the invoice to the VSCDL having GSTIN of VSCDL mentioned therein and the taxes shall be shown separately on the face of the invoice so as to claim as ITC by VSCDL. If any issue related to tax then Municipal Commissioner shall be final and binding on the Contractor / Successful Bidder in this regard.

38. Penalty Clause:
1. If the bidder fails to perform as per Scope of work, then a sum equivalent to 0.5 % of the annual contract value shall be deducted from the payment for each calendar week of delay or part thereof for each non-responsive event.
  2. The amount of such penalties shall be subject to a maximum limit of 20 % of the annual contract value.
  3. Delay in excess of 20 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
39. The bidder will have to work beyond VSCDL's/VMC's & Bidder's normal working hours and on holidays too, without any extra charges. The persons should be available & approachable round-the-clock (24X7x365 days) through telephone and in person in office & even available at important events.
40. Bidder should have deputed 3 (three) dedicated person for this contract. 1(one) person should be depute in VSCDL/VMC office and other 2 (Two) should be at bidder's office and the bidder should have paid at least pay as par Minimum wages act. That 2 persons should be creative in writing and they should have knowledge of Corel Draw, Photoshop, Illustration etc.
41. The Bidder's deputed person should be punctual in time; no up-down is allowed.
42. If any of resident engineers is on leave of more than 2 days' replacement is must.
43. The Bidder's deputed person should be at least graduate and 1-2 years of related experience in Social Media work.
44. The manpower of bidder will be added in groups of VSCDL/VMC and he/she has to take matters from the group and publish on Social Media after approval.
45. The manpower of bidder must have his/her own laptop.
46. VSCDL/VMC have right to reject the resume, if found not proper for the same, bidder have to submit another resume.
47. Responsibility related to Labour laws and other laws.

- (i) The bidder shall during the whole contract period including period of contract strictly follow and act as per the provisions of payment of wages act, The Industrial Dispute Act-1947, all Labour/ workmen related laws. The bidder shall responsible for service condition and to pay salary and such allowances to the workers and officers time to time prescribed by competent Government Authority. Any breach of law related to workmen/Labour the bidder shall be responsible to pay and compensate the cost and the amount, the VSCDL/VMC shall not responsible in any matter related to workmen/officers engaged to carryout work including Maintenance. The workers, labours, officers etc. engaged by the bidder to carryout this work including Maintenance is solely of the bidder therefore the VSCDL/VMC shall not be responsible to pay any compensation to the workers, labours, officers etc. engaged by the bidder to carry out this work including Maintenance.
- (ii) The VSCDL/VMC shall not be responsible in any manner to pay any payment arise out of any legal proceeding or award of court, tribunal etc. under Payment of Wages Act, The Industrial Dispute Act-1947, all labour/ workmen related laws related to the workers, labours, officers etc. engaged by the bidder to carry out this work including Maintenance. The bidder shall liable to pay any payment arise out of any legal proceeding or award of court, tribunal etc.
- (iii) The workers, labours, officers etc. engaged by the bidder to carry out this work including Maintenance are solely of the bidder therefore they all shall not considered as regular employee of the VSCDL/VMC and no claim in this regard lies against the VSCDL/VMC by any of the workers, labours, officers etc. engaged by the bidder to carry out this work including and Operation and Maintenance.
- (iv) The workers, labours, officers etc. engaged by the bidder to carry out this work including Maintenance is solely of the bidder therefore they shall not entitle to get any Identity Card from the VSCDL/VMC.
- (v) Amendment in any law mentioned above shall be applicable to this contract.

- Fraud and Corruption

In case of Fraud and Corruption by bidder and/or manpower deputed for this service, VSCDL/VMC shall retain all rights to lodge Police Complaint/ FIR against bidder under various provisions of Indian Penal Code and any other penal law in force including Information Technology act and Prevention of Corruption act.

### **General Terms & Conditions for Manpower Deployment:**

- ❖ Manpower should be fully conversant with English, Gujarati & Hindi.
- ❖ Manpower should have Drafting skill should be proper.
- ❖ Staff should be well mannered, polite & must behave properly.
- ❖ Official record must not be handed over to any unauthorized person / institute without permission from higher authority of VSCDL/VMC.
- ❖ Bidder has to replace or remove concerned manpower for any misbehaviour or misconduct activities observed by VSCDL/VMC official.
- ❖ It is primary responsibility of the bidder for any fault on the part of his recruited staff Bidders will be responsible for payment to his staff as well as any dispute arising among their counterpart. They have to follow all Laws and Rules and Regulations of VSCDL/VMC as well as Laws of Government Applicable (i.e., payment of wages act, contract act, GST act, industries dispute act and any other law or rule applicable).
- ❖ Bidder will be responsible to follow Procedures, Rules, Circulars, Amendments etc. of VSCDL/VMC; and also any timely amendment in Govt. Laws, Notifications, Resolutions etc.
- ❖ Staff provided by bidder will be solely on Payroll of Bidder. The staffs have nothing to do with VSCDL/VMC pay structure and payroll. Staff, in no case, will be able to claim themselves to be a staff of VSCDL/VMC.
- ❖ In case of absence, attrition of employees; bidder will have to manage immediately. If Bidder will not be able to manage immediate and bidder replaces temporary employee; VSCDL/VMC will not pay cost of that temporary employee
- ❖ VSCDL/VMC reserves right to increase/decrease number of manpower to be deployed at the time of assigning order or at any point of time at later stage based upon necessity of work, infrastructure, demand etc.
- ❖ Bidder has to provide the list of the employees who will work to IT department. Along with the same, Bidder has to maintain following documents for each

employee in a separate file and a copy of the same has to be submitted at IT Dept.:

- Curriculum Vitae
  - Passport size Photograph
  - Photocopies of Address proof, photo identification proof
  - Education/ Qualification Certificates
  - Computer or any other Course certificate, if done any
  - Experience certificates, if any
- ❖ Declaration by Bidder that the candidate is qualified as per tender terms and condition and he/she is eligible for the work assigned.
  - ❖ Initially work order will be for one year, it may be extended to further 2 year considering the evaluation by VSCDL/VMC authorities.
48. Respective obligations under this agreement caused by occurrences of event beyond the control of the parties known as force majeure including but not limited to fire (including failure of reductions), Act of God, act of the public enemy, war insurrections, riots, strikes, lookouts sabotage any law or ordinance actions or any other local authority or any compliance there with or any other causes, contingencies, or circumstances similar to the above. On the happening of one or more of the above events, either party shall promptly but not later than twenty days notify in writing to the other of the commencement and cessation of such stature/ tenure of major conditions of the said contagion's, and if such conditions contagion's continuous find out a fair and equitable solution to solve the stalemates or terminations of this agreement otherwise decide the course of action so that VSCDL's interest may not suffer adversely.
49. In the event of any dispute arising with regards to the terms & conditions or interpretation of any clause of this agreement, the CEO, VSCDL shall be the sole arbitrator under the Indian Arbitration Act 1940 and whatever decision given by the CEO, VSCDL shall be final and binding on both the parties.
47. Any dispute arises with regards to any terms and conditions of this agreement; it shall be solely subject to the jurisdiction of the Vadodara courts only.



## **PAYMENT**

- (a)** No advance payment will be made.
- (b)** Payment will be done on quarterly basis only.
- (c)** All payments shall be made in Indian rupees.
- (d)** Mode of Billing and Payments
  - i. The Bidder shall submit the invoices in duplicate to the client on firms printed bill forms indicating the work done by him during the period for which payment is sought.
  - ii. If the progress is not satisfactory and according to the agreed work program/schedule the payment may be withheld until such times the bidder rectifies the required shortfall.
  - iii. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such correction, the foregoing process shall be repeated.
- (e)** All payments under this contract shall be made to the accounts of the Bidders with the Bidders Banker.
- (f)** Suspension of payments: VSCDL may at any time during the term of the Contract, issue a written notice of suspension and suspend all payments to the qualified Bidder under the Contract, if the qualified Bidder fails to perform any of his obligations under this Contract. The VSCDL shall, prior to the suspension of the payments, request the qualified Bidder to remedy such failure within a period of 10 days from the date of issue of such notice of suspension. The notice of suspension shall specify the nature of the failure. In the event the Bidder does not rectify the failure within the specified time prescribed, the VSCDL shall have the right to terminate the Contract.

## **FORCE MAJEURE**

### **1. Force Majeure:**

- 1.1 Force Majeure Event: A Force Majeure Event shall mean occurrence of any of the events like acts of God, exceptionally adverse weather conditions, earthquake, cyclone, flood, volcanic eruption or fire or landslide, strikes or boycotts (other than those involving the Bidder or their respective employees/representative or attributable to any act or omission of any of them) interrupting supplies and services, an act of war, riot, terrorist or military action, industry wide or state wide or India wide strikes or industrial action which prevent execution of pick up stand / queue shed, which prevent the Parties from performing its obligations under this Agreement.
- 1.2 If the Bidder is rendered wholly or partially unable to perform its obligations because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event only and not due to other reasons whatsoever.
- 1.3 The Bidder affected by a Force Majeure Event shall notify VSCDL in writing of the occurrence of the Force Majeure Event as Soon as reasonably practicable of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

### **2. Dispute Resolution:**

- (i) In the event of any dispute arising with regards to the terms & conditions or interpretation of any clause of the agreement signed with the selected Bidder, the "Chair Person, VSCDL" shall be the sole arbitrator under the Indian Arbitration Act 1940 and whatever decision given by the "Municipal Commissioner, VSCDL" shall be final and binding on both the parties.
- (ii) Any dispute arises with regards to any terms and conditions of the agreement signed with the selected Bidder; it shall be solely subject to the jurisdiction of the Vadodara courts.

### **3. Suspension and termination:**

- 3.1 If the Bidder shall be in Breach of any of the tender conditions, VSCDL, shall be entitled in its sole discretion and without prejudice to its other rights and remedies including its right of Termination hereunder, to suspend all or any of the rights of the Bidder including the Bidder's right. Such suspension by VSCDL shall be by a communication in writing to the Bidder and shall be effective forthwith upon the issue thereof to the Bidder.
- 3.2 If the Bidder makes remedy and rectify such cause, diligent then VSCDL efforts to shall allow the Bidder reasonable time and opportunity for such remedy or rectification.
- 3.3 The suspension of the rights of the Bidder by VSCDL pursuant to Clause 3.1 above shall be revoked by VSCDL forthwith upon the Bidder having remedied the Breach during such suspension period to the satisfaction of VSCDL unless in the meantime, the Bidder has been Terminated by VSCDL.

### **4. Damages for Breach of Agreement:**

- 4.1 In the event of Bidder being in material default and such default is cured before Termination, the Bidder shall pay to VSCDL as Damages, an amount of ₹ 2,00,000/- (Two Lacs only) per month or for part thereof, till such default is cured, in one instance within 30 (thirty) days of receiving the demand.
- 4.2 In the event of the Bidder being in default in the due and faithful performance of its obligations and failing to remedy such default within the specified period, VSCDL shall be entitled to forfeit the performance security and appropriate the same as damages for such default. Upon such encashment and appropriation of the performance security, VSCDL shall grant a period of 15 (fifteen) days to the Bidder to provide fresh Performance Security and the Bidder shall within the time so granted furnish to VSCDL such Performance Security failing which VSCDL shall be entitled to Terminate this Agreement.

## **5. Termination of Contract:**

The VSCDL/VMC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:

1. If the Bidder, in the judgment of the VSCDL/VMC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;”

2. If the bidder does not start performing the contract within stipulated time period.
3. If the bidder stop performing the contract or withdraw the activity to perform the contract.
4. If the bidder breaches any terms & conditions of the contract or do not perform the contract in whole or part.
5. If the bidder does not follow the written instructions given by the VSCDL/VMC.
6. If the bidder does not perform the contract up to the satisfactory level even after regular feedback from the VSCDL/VMC.
7. In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.

# Confidentiality

The qualified Bidder, their personnel and their contractors hereby agree and undertake that during the term of the Contract, and thereafter, the Bidder agrees as follows:

- To maintain as confidential all Information (hereinafter defined), using such high degree of care as is appropriate to prevent any unauthorized use or disclosure, in any manner;
- Not to disclose, directly or indirectly, in any manner whatsoever, any Information to anyone;
- Not to make use of any Information which includes the results of any activities performed by the Bidder or any other data garnered by the Bidder, in any manner, directly or indirectly, for his own purposes or the benefit of anyone or any other entity other than the VSCDL/VMC;
- That the Information is the sole property of the VSCDL/VMC and that all rights, title and interest to the Information are held and owned by the VSCDL (and/or its affiliates) and disclosure or obtaining or procurement of the Information by him does not give him any rights or license as to the Information nor does it create any interest in his favour in such Information.

Any proprietary or confidential Information, including but not limited to what is stated above, relating to the Tender Document and/or Contract and/or VSCDL's/VMC's business or operations shall be disclosed only with the prior written consent of VSCDL/VMC. For the purposes of this Tender Document and the Contract, the term "Information" shall be interpreted and construed as including any trade secret, technical information, know-how or confidential, or proprietary information in the possession or control of the VSCDL/VMC, whether such information pertains to the VSCDL/VMC or any third party and whether such information are protected under any laws or not and shall include the following:

- any information relating to the VSCDL's/VMC's technology, processes, use of materials, data, archives, resources of any nature whatsoever and in any form whatsoever including inventions, discoveries, concepts, know-how, trademarks, copyrights, techniques, designs, schematics, specifications, drawings, diagrams, layouts, methods of processing and operational procedures;

- all information and other data that may be developed or designed by the VSCDL/VMC and/or any of its affiliates;
- information that describes the VSCDL's/VMC's services, products and strategies, including but not limited to, processes, research and experimental work product administration and management;
- information relating to the VSCDL's/VMC's (and/or any of its affiliates) existing or planned businesses or business initiatives, organization, marketing activities and materials, reports, studies, organizational restructuring plans, and financial information;
- confidential information and material of any third parties with which or whom the VSCDL/VMC conducts business or in respect of which the VSCDL/VMC has confidentiality and non-disclosure obligations;
- any information, as described above, procured, obtained or contained in any proposals, plans, information memoranda or correspondences maintained by the VSCDL/VMC or provided to any personnel including the Bidder;
- any document, agreement, correspondences, letters, records, working papers, specifications, lists of customers, lists of suppliers, drawings, notes, studies, manuals, schedules, test results or other documents, computer print-outs, computer readable information or emails relating to the business of the VSCDL/VMC, whether internal or with any third party, which are not available for public view;
- any other information pertaining to or related to the VSCDL/VMC or its affiliates, associates or group companies, customers and suppliers, including, but not limited to, information related to overseas operations, including transaction processes, operations information.
- Rights in the Confidential Information

- All ownership and Intellectual Property Rights in the confidential information shall remain vested in the VSCDL/VMC.
- All passwords should be handed over to the General Manager (IT) or an officer who will be responsible as and when he asks.

The ownership of all passwords, hardware base locking system, keys will be solemnly of the VSCDL/VMC. There will not be any right of the Bidder on it in any form

### **Supplier / Bidder's Obligations**

The Bidder is obliged to work closely with the VSCDL/VMC's staff, act within its own authority and abide by directives issued by VSCDL/VMC.

The Bidder will abide by the job safety measures prevalent in India and will free VSCDL/VMC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold VSCDL/VMC responsible or obligated.

The Bidder is responsible for managing the activities of its personnel and will hold himself responsible for any misdemeanors.

The Bidder will treat as confidential all data and information about the VSCDL/VMC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of VSCDL/VMC.

### **Patent Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in VSCDL/VMC's country, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and VSCDL/VMC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. VSCDL/VMC will give notice to the Bidder of such claim, if it is made, without delay.

## **Other Instructions to Bidder**

- 1)** Availing Tender Documents:  
The Tender document can be downloaded from <http://vadodarasmartcity.in>, [www.vmc.gov.in](http://www.vmc.gov.in) or <https://tender.nprocure.com>
- 2)** VSCDL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, 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 VSCDL's action.
- 3)** For the purpose of submission of the bid, the bidder may be represented by either the Principal Officer (MD/ Company Secretary) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority along with the Tender offer. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the principal officer.
- 4)** The bidder will be bound by the details furnished to VSCDL, while submitting the Tender or at subsequent stage. In case, any of such documents furnished by the bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to disqualification or termination of contract.
- 5)** All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of the Tender Offer, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by VSCDL, will be borne entirely and exclusively by the bidder.
- 6)** The bidder will, by taking participation in the process and submitting the Tender Offer, be deemed to have thoroughly read, studied and understood the Tender document including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.
- 7)** Disqualifications: A Bidder shall be disqualified and Tender offer will not be considered if



- a) The Tender Offer documents are in a language other than English and do not contain its English translation.
- b) The Tender Offer documents are not signed affixing stamp by the authorized signatory.
- c) The Tender documents submitted are incomplete and/or ambiguous in any respect.
- d) The Tender documents are not submitted in the manner specified in the bid document.
- e) Eligibility criteria are not met with.
- f) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will result in a disqualification.

***The above Terms & Conditions of VSCDL are acceptable to us***

\_\_\_\_\_  
**Signature of the Authority of Bidder**

\_\_\_\_\_  
Seal/Stamp of the Company

Name & Designation: \_\_\_\_\_

Mobile : \_\_\_\_\_ Email: \_\_\_\_\_

Landline No. : \_\_\_\_\_ Fax: \_\_\_\_\_

Bidder's Ref. No.: \_\_\_\_\_ Date: \_\_\_\_\_

## FINANCIAL BID FORMAT

Sr. No.	ITEM NAME	Rate for 1 Year with GST
1	Social Media Handling for VMC/VSCDL (Rate for 1 Year with GST)  Note: VSCDL may ask to tax bifurcation	0