



**Expression of Interest (EOI) for Selection
of Service Provider**

for

**Social Media Management & Maintenance of website
www.cepc.co.in**

**For Promotion of Indian Handmade Carpets in the Global
& Domestic Markets**



कालीन निर्यात संवर्धन परिषद

CARPET EXPORT PROMOTION COUNCIL

Setup by, Ministry of Textile Govt of India

Office: Niryat Bhawan, 3rd Floor, Rao Tula Ram Marg, Opp Army R & R Hospital,
New Delhi – 110057.

Phone: +91 11 26154716, 26153466/67

Email: info@cepc.co.in

Website: www.cepc.co.in , www.indiancarpets.com

EOI at a Glance

1.	Work Item Title/ Description	Social Media Management & Maintenance of websites www.cepc.co.in
2.	EOI Reference No.	CEPC/HQ/Web/2018
3.	EOI Type	Open
4.	EOI Release Date	01-08-2018
5.	Pre-Bid Conference date	08-08-2018
6.	Last Bid Submission date	10-08-2018
7.	Date of Opening of Eligibility and Pre- qualification Bid	Will be Inform
8.	Location of Bid submission	Reception, CEPC,Niryat Bhawan, 3rd Floor, Rao Tula Ram Marg, Opp Army R & R Hospital, New Delhi – 110057.
9.	Location of Bid Opening	CEPC,Niryat Bhawan, 3rd Floor, Rao Tula Ram Marg, Opp Army R & R Hospital, New Delhi – 110057.
10.	No. of Covers	2 (Two) 1. Eligibility & Pre-qualification Criteria Bid 2. Financial Bid
11.	EMD Fee	Rs. 1,00,000/- in the form of Demand drawn on an Indian Nationalized Bank in favour of 'Carpet Export Promotion Council' payable at New Delhi
12.	Contact Details	Carpet Export Promotion Council: - 1. Sh. Sanjay Kumar, Executive Director, ed@cepc.co.in 2. Smt. Smita Bhatia, IT Officer, +91-9540055101, ito@cepc.co.in 3. Sh. Anuj Jangira, IT Officer, +91-9013131503, ito2@cepc.co.in

1. ABOUT CARPET EXPORT PROMOTION COUNCIL

The Carpet Export Promotion Council (CEPC) is an apex body created by the Ministry of Textiles (Govt. of India) for promoting the export of hand-knotted rugs and all other types and styles of floor coverings. CEPC was established by exporters under Companies Act in the year 1982. It is an official body of handmade carpet exporters for promotion of exports from country and projected India's "Make in India" image abroad as a reliable supplier of high quality handmade carpet products. CEPC therefore, helps in R & D, quality assurance, timely delivery of finished products across the globe in addition to skill enhancement of weavers / artisans / entrepreneurs, strengthening base in existing markets, identifying potential markets, educating about government policies and its compliances, providing assistance for brand building of Indian hand-made carpets, through publicity, participating in and organizing world renowned trade fairs, expositions and road shows etc around the world in established markets. Also exploring potential and upcoming markets globally for promotion of Indian handmade carpets, rugs, floor coverings etc.

a. NEED FOR THE EXPRESSION OF INTEREST

Digital Marketing is an important, effective and economical mode of promotion and publicity of various products and services online. The primary objective of digital marketing or promotion per se is to create brand awareness amongst a group of target consumers through the internet using different platforms such as **social media, website, online advertising, SEO** etc. In view of the above, we need to achieve the following objectives through the social media and digital landscape for effective promotion of Indian Handmade Carpets:

- (1) **Unique Positioning Platform:** Indian Handmade Carpets should be positioned in the Global as well as Domestic Markets in an innovative and unique way to enhance knowledge formation and adoption.
- (2) **Creating a defined Mindspace:** Through Digital Promotion, we should find ways to occupy the international buyer's mind space and create a preference for Indian Handmade Carpets.
- (3) **Knowledge Sharing:** We need to tap real time response, immediate

methods, and platforms of knowledge sharing between the global network.

- (4) **Global Network Capabilities:** The agency should be able to utilize global offices/network for this global social media promotion and digital marketing campaign.

2. GOALS OF THIS EXPRESSION OF INTEREST

The objective of this EOI is to solicit proposals from the interested bidders for participation in a bid process for selection of Agency for undertaking Comprehensive Digital and Social Media Campaign for promotion of Indian Handmade Carpets in agreement with Carpet Export Promotion Council in the Indian as well as Global market for a period of 3 years.

3. EOI ISSUING AUTHORITY

This Expression of Interest (EOI) is issued by the Carpet Export Promotion Council, intended to short-list potential bidders. The Council's decision with regard to the short-listing of bidders through this EOI shall be final and the Council reserves the right to reject any or all the bids without assigning any reason.

4. AVAILABILITY OF THE EOI DOCUMENTS

EOI can be downloaded from the CEPC's website. The bidders are expected to examine all instructions, terms, project requirements and other details in the EOI documents. Failure to furnish complete information as mentioned in the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

Eligibility Criteria

The following are the Eligibility criteria and bids of the Bidders not fulfilling any of the eligibility criteria shall be summarily rejected. The Criteria along with documents which need to be submitted in proof of compliance to each of the criteria is listed below:

S No	Eligibility Criteria
1.	The bidder should be an Indian company registered to take up tendered items of work.
2	The bidder should have registered office in Delhi/NCR. [Attach Documentary proof]
3	Bidder shall submit valid documentary proof of GSTIN, PAN & TAN [Attach Certificate in this regard]
4	Having minimum 5 years of experience in undertaking social media promotion campaigns and digital marketing strategies and website development and maintenance for some government organizations of repute. The agency should have handled a minimum of three such campaigns.
5	The company's annual turnover, specifically in the social media promotion, digital marketing and website development and maintenance in the last 3 financial years, should be more than Rupees 1 crore (please enclose copy of Auditor certified Annual Turnover Certificate for the last 3 financial years).
7	An Earnest Money Deposit for an amount of Rs. 1,00,000 is to be submitted as per details mentioned in under Instruction to Bidders'. [Attach EMD in the form of DD/Banker cheque's]

Detailed Scope of Work

- I. Social media creative management
- II. Development of online and offline content;
- III. Developing content for viral campaigns.
- IV. Maintenance of existing website hosted at www.cepc.co.in

I. Social media creative management

- Facebook: management of single page:
 - Content creation, adaption curation & updation
 - 3-4 creatives per week.
 - Cover image changes - 1 per month or during key campaigns / occasions
 - Creatives for 1-2 brand campaigns annually.
- YouTube:
 - Create videos and teasers – 2 per month.
 - Provide agency suggestion on video content periodically
 - Cover image changes – 1 per month or during key campaigns / occasions
 - Video editing & optimization– 2 per month.
- Twitter:
 - Content creation of tweet with images or text tweets as and when required.
 - Designing cover image twitter skin; 1 per month or during key campaigns / occasions.
- Emailer:
 - Design and development of html / image-based emailer during key campaigns / occasions.
- Print Ads
 - Design and Development of Ads for Printing & Publishing for Print Media

II. Development of content

- The agency must create content that is photo-rich & video-rich, original, engaging and factually & grammatically correct.
- The agency will provide content/creative customized for

publishing needs as and when required.

- While developing the content, special effort must be made to develop the content in such a manner that the content is in line with the changing handmade carpet scenario internationally.
- The agency should also gauge the emerging trends in the international carpets and flooring scenario, such as benefits of handmade carpets, lifestyle trends and develop content based on the pulse of the market in such a way so as to increase the popularity of Indian handmade carpets and strengthening the origin story
- The content should target developing potential market for Indian handmade carpets
- The facts and figures must be derived from authentic sources and vetted by competent authority of cepec. However, the service provider shall be responsible for the delivery of overall content, including any new content that may be desired.
- The service provider should conceptualize and create all the content
- The ownership of and right to all content shall vest with cepec.

III. Developing content for viral campaigns

The agency must create content for viral projects for Indian handmade carpets that will provide maximum brand impact in minimal time. For this purpose, the agency must create effective viral messages on Indian handmade carpets that appeal to individuals with high social networking potential (snp) and that have a high probability of being presented and spread by these individuals and their competitors in their communications with others in a short period of time (word of mouth recommendation).

IV. Maintenance of websites

The agency must be responsible for maintenance of cepec existing websites www.cepc.co.in.

- www.cepc.co.in
 - The above website is CMS based website and having B2B & B2C functionality. The SRS document of the website is attached as per annexure A.
 - Agency will be responsible for structural changes, logics / coding change, backend / c-panel, database management, security audit, integration of website from other portals.
 - Agency will also be responsible for integration of website using API / WEP services from other portals as per requirement of the Council from time to time.
 - Agency must create attractive / creative posters, sliding images, Banner etc. for each event and as per requirement After 2 Images extra may be as per annexure "B".

- www.indiancarpets.com

The above domain is forwarding on www.cepc.co.in. Agency is responsible for domain security & prevent from hacking.

- **Security auditing from Cert-in empaneled auditor**

The website should be secured from illegal access and data hacking. A third-party security clearance certificate should be provided from cert-in empaneled third party auditor. Vendor has to handle the entire process related to obtaining this certificate.

- **Copyright and trademarks**

Successful bidder will hand over all the software and graphics/Creatives to CEPC for the purpose of copyright and intellectual ownership. On the

bottom of every page, information regarding copyright should be displayed.

Miscellaneous

- The broad scope of work for the assignment shall be as mentioned in, but not limited as above. Agency is required to comply with the same for ensuring the completion of each phase of activity which is entirely up to the satisfaction of CEPC.

- **Resolution service level agreement (SLA) during maintenance and AMC support: the reported issue will be classified as high / medium / low by CEPC**
 - High level issue: to be attended and resolved within 04 working hours from the time of reporting
 - Medium level issue: to be attended and resolved within 12 working hours from the time of reporting
 - Low level issue: to be attended and resolved within 24 working hours from the time of reporting

Any failure to resolve the issue within stipulated time will render the vendor liable for levy of liquidated damages @Rs 100/- per working hour subject to a maximum of Rs 10,000/- for high level issue Rs 5,000/- for medium level issue / Rs 2,000/- for low level issue. The liquidated damages if any, shall be deductible from the quarterly payment during annual maintenance period.

RESPONSIBILITIES

S. No.	Responsibilities of the Agency	Responsibilities of CEPC
1.	All the 5 functions under the specified Scope of Work	Provide timely approval and constructive feedback for all the activities undertaken by the agency for social media promotion

2.	Advise CEPC on any newemerging trends or specific requirements to leverage social media promotion	Provide all the information which is possible within the resources available at CEPC's disposal. However, primary responsibility of developing the content lies with the agency.
3.	Take complete responsibility for providing social media creative content during all campaigns	
4.	Submit content and response analysis reports for CEPC	
5.	Manage website on 24x7 basis	

The requirements given in this Expression of Interest are indicative only and CEPC will seek inputs from the pre-qualified bidders in further refining the requirements and all aspects of services before finalizing the Request for Proposal.

INSTRUCTION TO BIDDERS

1. EOI PROCESSING FEE

A non-refundable processing fee for Rs. 1,000 (Rupees One Thousand only) in the form of a Demand Draft drawn in favor of 'Carpet Export Promotion Council', payable at New Delhi has to be submitted along with the EOI Response. Bids received without or with inadequate EOI Processing fees shall be liable to get rejected.

2. EARNEST MONEY DEPOSIT

- A. Bid shall be accompanied by an Earnest Money Deposit for an amount of Rs 1,00,000 as mentioned in Eligibility and prequalification criteria in the form of a Demand Draft / Banker's cheque from a Indian Nationalized Bank in favour of 'Carpet Export Promotion Council' payable at New Delhi. Cheques, Money Orders or Cash etc. Shall not be accepted as EMD. The bidders are requested to make sure to indicate the EOI number, name and address of the bidder on the reverse of EMD Draft / Banker's cheque. Any failure to comply with the same shall be at the risk of the bidder.
- B. Any Bid submitted without a valid EMD shall be summarily rejected.
- C. No interest is payable on Earnest Money deposit.
- D. EMD of unsuccessful bidders shall be released on finalization of the EOI and placement of orders. EMD of successful bidder shall be retained by CEPC till completion of work order period.

3. VENUE & DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals, in its complete form in all respects as specified in the EOI, must be submitted to Carpet Export Promotion Council at the address specified below:

CARPET EXPORT PROMOTION COUNCIL

NIRYAT BHAWAN, 3RD FLOOR, RAO TULA MARG,

OPP. ARMY R&R HOSPITAL, NEW DELHI – 110 057

PHONES: +91-11-26153466, 26153467 FAX: +91-11-26153465

E-MAIL: info@cepc.co.in

WEBSITE: www.cepc.co.in

IMPORTANT DATES

The following table enlists important timelines for completion of bidding activities:

S. No	Milestone	Date & Time
1	Issue of Bid	01-08-2018
2	Pre-Bid Meeting	08-08-2018
3	Last date of Submission of Bid	10-08-2018
4	Qualified Bidders Presentation	Will be Inform
5	Date of Opening of Bid	Will be Inform

Council may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum to be made available on the CEPC's website, in which case all rights and obligations of CEPC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4. BIDDING TERMS AND PRE-QUALIFICATION CRITERIA

I. CONDITIONS UNDER WHICH THIS EOI IS ISSUED

- This EOI is not an offer and is issued with no commitment. CEPC reserves the right to withdraw the EOI and change or vary any part thereof at any stage. CEPC also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- CEPC reserves the right to withdraw this EOI if the Council determines that such action is in the best interest of the Council.
- Short-listed bidders would be issued formal tender enquiry/Request for Proposal inviting their technical and commercial bids at a later date.
- Timing and sequence of events resulting from this EOI shall ultimately be determined by CEPC.
- No oral conversations or agreements with any official, agent, or employee of CEPC shall affect or modify any terms of this EOI

and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of CEPC shall be superseded by the definitive agreement that results from this EOI process. Oral communications by CEPC to bidders shall not be considered binding on the Council.

- Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against CEPC or any of their respective officials, agents, or employees arising out of, or relating to this EOI or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- Each applicant shall submit only one Pre-qualification requirements proposal.

II. RIGHTS TO THE CONTENT OF THE PROPOSAL

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the Pre-Qualification proposal will become the property of CEPC and will not be returned after opening of the pre-qualification proposals. CEPC is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. CEPC shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

III. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this EOI, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

IV. EVALUATION OF PRE-QUALIFICATION PROPOSAL

The bidders' Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the EOI and adopting the pre-qualification criteria spelt out in this EOI. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for evaluation.

V. LANGUAGE OF PROPOSALS

The proposal and all correspondence and documents shall be written in English.

VI. PRE-QUALIFICATION CRITERIA

The invitation for bids is open to all entities registered in India who fulfil prequalification criteria as specified below:

- a) The bidder should be an Indian company registered to take up tendered items of work.
- b) The company's annual turnover, specifically in the social media promotion, digital marketing and website development and maintenance in the last 3 financial years, should be more than Rupees 1 crore (please enclose copy of Auditor certified Annual Turnover Certificate for the last 3 financial years).
- c) Further, the bidder should have capability and experience in creation of comprehensive digital marketing, social media campaigns and website development & maintenance on a turn- key basis in some organizations of repute.
- d) The bidder should furnish as part of the EOI details of the digital marketing, social media promotion campaigns and website development & maintenance undertaken for its clients, along with the IP addresses of all the websites where such content has been uploaded.
- e) Success case stories of the Bidder may be mentioned. Further, the bidder should have capability and experience in:

- Creation of communication for the large urban and rural population of India
 - as well as consumers throughout the globe for various products and services for the Indian and international markets (with special reference to Handmade carpets and its associated/ancillary topics).
 - Creating large public mobilization through special initiatives in the digital medium and social media platforms.
- f) Having minimum 5 years of experience in undertaking social media promotion campaigns and digital marketing strategies and website development and maintenance for some government organizations of repute. The agency should have handled a minimum of three such campaigns.
- g) The bidder should furnish in the Technical Bid details of the digital marketing, social media promotion campaigns and website development and maintenance undertaken for its clients, along with the IP addresses of all the websites where such content has been uploaded.

VII. PRE-QUALIFICATION REQUIREMENTS PROPOSAL

The Pre-Qualification Proposal should be submitted in the sealed envelope with the following details.

Bidders are requested to submit their responses for the Pre-Qualification Requirements in two (2) parts, clearly labeled according to the following categories:

Part – I: Technical Bid

A – Covering Letter, Processing Fee, and Council Resolution

- i. Covering Letter from the Bidder
- ii. A non-refundable processing fee for Rs. 1,000 (Rupees One Thousand only) in the form of a Demand Draft drawn in favour of CEPC of India, payable at New Delhi has to be submitted along with the EOI Response.

- iii. Bidder should submit a acceptance certificate for fulfill the terms and conditions mentioned in this EOI for executing the job work.

B – Details of the Organization

- i. This part must include a general background of the respondent organization (limited to 400 words) along with other details of the organization.
- ii. A CA certificate verifying the turnover of the applicant own agency for the last 3 financial years.
- iii. Copies of Income Tax Returns for 2015-16, 2016-17 and 2017-18 with copy of the PAN Card

C – Relevant Project Experience for Turnkey Social Media, Digital Marketing Projects and Website Development & Maintenance Project

- i. Respondents must provide details (client organization, nature / scope of the project, project value) of Turnkey Social Media, DigitalMarketing and Website Development and Maintenance project experience.
- ii. Details of Manpower and Technical expertise.
- iii. Copies of job orders executed during last 3 years.
- iv. Copies of Service Tax and GST Registration Certificates.

Part – II: Financial Bid:

Financial bid will be submitted as per annexure B

VIII. BID EVALUATION:

- I. CRITERIA MARKING SYSTEM MAXIMUM MARKS(100)
 - a) Manpower & Technical expertise - 45
 - b) Past Turnover - 15
 - c) Past Experience of doing similar work - 40

- II. Only those agencies who score minimum 70% marks in the evaluation process shall qualify for presentation.
- III. CEPC committee will decide the work order after discussion, presentation and financial views.

IX. APPROVAL / AUTHORITY

- a. Agency undertakes to make Media booking and order release only on the basis of CEPC's approval implementation planning briefs/master schedules/Estimates. The names and designation of the CEPC's authorized signatories for approval will be communicated in writing, in the absence of which, a release order / estimate signed by representative of CEPC shall amount to written approval for purpose of this clause.
- b. For efficiency in operations, agency will nominate one or two persons as contact point for CEPC and agency respectively to clarify decisions and implementation relating to this Agreement. The names will be communicated in writing, in the absence of which, the person(s) communicating to CEPC representative or agency's representatives on regular basis, will deemed to be the contact person for the purpose of this clause.
- c. Agency will comply with any requests made by CEPC to amend or cancel contracts entered into on behalf of CEPC provided that such alternation is permissible within the terms of the contract between agency and the media vendors and provided that CEPC indemnifies agency for all loss and damage, claims, proceedings, charges or expenses that may arise as a result of such amendment or cancellation.

X. INDEMNITY

Client warrants to agency that all or any advertising materials in respect of which agency carries out media booking shall not be blasphemous, defamatory or indecent and shall not infringe the copyright or any other right of any third party and Client agrees to indemnify agency in respect of

any loss, damage, costs and expenses suffered by agency which arise as result of breach of this warranty or otherwise arising in respect of any third party claim with regard to products or services of client.

XI. LIMITATION OF LIABILITY

Agency shall not be liable for any delay in or omission of publication or transmission or any error in any advertisement by agency save except where the same results from any negligence or default on the part of agency or tis employees.

XII. CONFIDENTIALITY

- A. The parties may provide to one another information that is confidential ("Confidential Information"). Each party shall protect the Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care that it uses for its own information that it does not wish to be disclosed to the public.
- B. Confidential Information will include but not be limited to the terms and pricing under this agreement, proprietary business practice information, trade secrets, financial information, business records, strategies of the Company or any other information exchanged between any of its Parties, weather so classified or not, Both parties agree that if either Party breaches any of its obligations of confidentiality, the other party may be irreparably harmed and in addition to all other remedies which such Party may have, it may be entitled to relief in equity without the necessary proof of actual damage. Confidential Information will not include information which:
 - a. Is or becomes a part of the public domain through no act or omission of the receiving Party;
 - b. Was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing Party;
 - c. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

- d. is independently developed by the receiving Party; or
- e. is required to be disclosed by applicable law.

- C. Each party agree that during the terms of this agreement it will: (i) only disclose Confidential Information to its employees, officers, directors, agents and contractors (collectively "Representatives") on a need to know basis, provided, the receiving Party ensures that such Representatives are aware of the comply with obligations of confidentiality prior to such disclosure; (ii) not disclose any Confidential Information to any third party without prior written consent of the disclosing Party (iii) not use Confidential Information for its own benefit or that of any third party.
- D. The confidentiality and non-use obligations under this clause shall be applicable during the Term and continue in perpetuity post termination of this Agreement.

XIII. NOTICE

- A. Any notice or other document to be served under the agreement may be delivered by Email or sent by post or telex or facsimile process to the Party to be served at its address appearing in this Agreement or at such other address as it may have notified to the other party in accordance with this clause
- B. In proving such service, it shall be sufficient to prove that delivery was made or that the envelope containing such notice or other documents was properly addressed and posted or that the facsimile message was properly addressed and dispatched, as the case may be.

XIV. TERMINATION

- A. The agreement may be terminated by Sixty (60) days' written notice by either Party to the other Party at any time during the Term
- B. Upon termination of the agreement, Client shall pay undisputed and outstanding invoices and sums due to agency in relation to its performance of all media services pursuant to this agreement and

from the date of termination, Client shall assume agency's liability for on-going deals with media vendors and indemnify agency for all loss and damage, charges or expenses with respect to all outstanding contracts and authorized commitments made on Client's behalf with prior written consent of Client.

C. Termination of the Agreement shall be without prejudice to any rights and liabilities of the Parties accrued prior to the date of termination.

XV. ASSIGNMENT

The Agreement is not assignable by any Party without the prior written consent of the other party, and shall be binding upon the Parties. For the avoidance of doubts, agency shall be entitled to subcontract its obligations to reputable sub-contractors in accordance with normal industry practice or to other companies within its group companies. Provided however that, the liability for due performance of the obligation of agency, as envisaged under the Agreement, shall always lie with agency.

XVI. PARTNERSHIP

The Agreement shall not be deemed to constitute a partnership or joint venture between the Parties.

XVII. GOVERNING LAW

Any and all disputes, controversies and conflicts ("**Disputes**") arising out of or relating to or in connection with the Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1966 ("ACT") or any amendments thereof. Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 (thirty) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Act or any amendment thereof. The place of arbitration shall be – New Delhi and language used in

the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator. The arbitrator shall be decided and appointed mutually by the both Parties. If parties fail to agree on the appointment of the sole arbitrator then arbitrator shall be appointed in accordance with the Act. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. Pending the submission to arbitration and thereafter, till the arbitrator renders his award, the Parties shall, except in the event of termination of this agreement or in the event of nay interim order/award is granted under the afore stated Act, continue to perform their obligations under the Agreement.

The Agreement shall be governed by the laws of India and courts of Delhi shall have exclusive jurisdiction over matters relating to or arising from the agreement.

XVIII. COMPLETE AGREEMENT

This Agreement together with recitals, annexes, documents referred to in it and any addendum hereto contain the entire Agreement between the Parties relating to the transactions contemplated by the Agreement and supersede all previous agreements between the Parties, whether oral or written, relating to subject matter hereof. No amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Parties and executed by the person expressly authorized by a resolution of the Parties in this behalf.

XIX. COSTS AND EXPENSES

Unless otherwise expressly provided in this agreement, each party shall bear and pay their respective costs and expenses for execution of the Agreement and performance of their respective obligations hereunder.

PAYMENT TERMS

1. No advance payment shall be made.
2. Agency will raise the bill on quarterly basis.
3. Final payment will be made after successful completion of work and satisfaction of CEPC
4. All relevant proof of successful work completion duly signed by the concerned officer at CEPC to be submitted by the Vendor for processing payment.
5. All Payment shall be made in Indian Rupees only.
6. The payments will be made on submission of invoice(s) to CEPC after successful completion of services as per scope of work.
7. Invoices being issued to CEPC should mention GSTIN No. of CEPC.
8. All payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing Income-Tax Act and any other taxes as on the date of invoice submission and/or payment date, whichever is higher.