



**Request for Proposal
For
Empanelment of agency for IEC activities in Gwalior
For GSCDCL**

Ref Number: [GSCDCL/017/2017]

Date: [22 September 2017]

Gwalior Smart City Development Corporation Limited, Gwalior

Nagar Nigam Office, City Centre, Gwalior, Madhya Pradesh, 474003

Ph. No.: 0751 2438386; E-mail: gscdcltender@gmail.com

Website: www.smartcitygwalior.org

RFP for Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL



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NOTICE INVITING TENDER ("NIT")

NIT No. GSCDCL/017/2017

Date: 22 Sep 2017

Gwalior Smart City Development Corporation Limited (GSCDCL) invites online bids from eligible bidders through www.mpeproc.gov.in for **"Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL"**.

The details are as under.

Key Schedule		
Sr. No.	Event's Name	Information
1.	Probable amount of the Contract	Rs.25,00,000/- (Twenty Five Lakh Only) Cumulative value is 2 (Two) Crore only
2.	Tender document Fee	Rs.5,000/- (Rupees Five Thousand Only) through Online e-Tendering Payment Gateway only
3.	Earnest Money Deposit (EMD)	Rs.50,000/- (Rupees Fifty Thousand Only)
4.	Last date for sending pre-bid queries	03 October 2017 ; 17:30 PM
5.	Date, Time & Place of Pre-bid Meeting	04 October 2017 ; 14:00 PM
6.	Last date for Online Purchase of Tender Document	23 October 2017 ; 17:30 PM
7.	Last date of Online Submission of Bids	24 October 2017 ; 17:30 PM
8.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids	27 October 2017 ; 17:30 PM
9.	Date & Time for Opening of Pre-Qualification and Technical Proposal	28 October 2017 ; 13:00 PM
10.	Date & Time for Empanelment	Will be intimated later to the technically qualified bidders

Note: The Bidders shall have to submit their bids online and upload the relevant documents as per the key schedule

1. The Bidders intending to participate in this RFP are required to get enrolled/ registered on the e-procurement web site <https://www.mpeproc.gov.in/>. Enrolment /registration on the above portal is mandatory.

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2. RFP can be purchased only online from <https://www.mpeproc.gov.in/> by making online payment as specified above as per key dates. The Bidders shall have to submit their Bids online and upload the relevant documents from as per the key schedule.
3. At the time of submission of the Bid the eligible Bidder shall be required to:
 - a. Deposit the Earnest Money;
 - b. Submit a check list
 - c. Submit an declarations as provided in RFP
4. Amendment to NIT, if any, would be published only on the website: <https://www.mpeproc.gov.in/>
5. Conditional bid will not be accepted and liable to be rejected. GSCDCL reserves the right to accept or reject any or all bids without assigning any reasons thereof.
6. Since the online Bidders are required to sign their bids online using Digital Certificates. Bidders are advised to obtain the same at the earliest.

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Executive Director

Gwalior Smart City Development Corporation Limited

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DISCLAIMER

Gwalior Smart City Proposal (SCP) has been selected to implement the Area Based Development (ABD) and Pan-City proposals by Government of India under Smart City Mission (SCM). Gwalior SCP proposed smart solutions in ABD and pan-city to provide various Smart features/ infrastructure.

To implement Smart City projects in Gwalior, Gwalior Municipal Corporation and Madhya Pradesh Urban Development Corporation have formed a special purpose vehicle called Gwalior Smart City Development Corporation Ltd. ("GSCDCL"/ "Authority").

The information contained in this Request for Proposal (the "RFP") document or subsequently provided in writing to the Bidder(s), by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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

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The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the successful bidder (also referred to as “Contractor”/ “Consultant”), as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Background

Gwalior Smart City Development Corporation Limited ("GSCDCL") is responsible for the implementation of projects under the Smart City Mission, Government of India. Solid waste management is one of the three Pan city interventions to be taken up in Gwalior as a part of the Smart City Mission. The Swachh Bharat Mission ("Mission"), a flagship scheme under the Government of India aims to promote health sanitation practices, community level cleanliness and elimination of open defecation.

Under the Mission, a key component is the propagation of appropriate information, education and communication regarding promotion of cleanliness, hygiene, appropriate sanitary practices and elimination of open defecation.

In order to meet the objectives of this component, GSCDCL proposes to engage services of one or more agencies to carry out appropriate exercises so as to disseminate relevant information on the merits of cleanliness, safe sanitation practices and advocate the elimination of open defecation which will be a critical component of the PAN city intervention envisaged for Gwalior Smart City.

To this effect, GSCDCL shall empanel a set of entities (companies, societies, cooperative societies, trusts, partnership firms and limited liability partnerships, but excluding individuals, Hindu Undivided Families and Association of Persons) for a period of three years to carry out various activities, collectively called information, education and communication (IEC) towards meeting the objectives of the Mission in the overall context of Gwalior Smart City.

Expected outcomes

The work done by the agencies so empaneled shall ensure, inter-alia, the following outcomes which will ensure the success of the objectives of envisaged under the Swachh Bharat as well as Swachh Bharat Mission:

- Ensure awareness and acceptance of the smart city intervention related to Solid waste management and sanitation among various stakeholders group.
- Representative groups from society, viz. school going children, college going youth, small traders, businessmen, working classes, homemakers etc. show significant awareness regarding safe and sustainable sanitation practices, such as segregation of waste; safe disposal of waste.
- Sections of society which are most prone to continuing with open defecation exhibit an improved understanding of the need for toilets and create a genuine demand for the same.
- Households/ individuals desirous of availing toilets are also sensitized to various emerging options and not only traditional toilets;
- State and private agencies engaged in provision of toilets are also sensitized to various alternative technological solutions for achieving sanitation outcomes.
- There is increased appetite for decentralized waste management solutions from communities, Gwalior Nagar Nigam, Development Authorities and other public or private landowners who are responsible for generating large amounts of waste.
- Producers of goods and services which are liable to generate significant amounts of waste in the course of their usage are aware of their responsibilities in terms of reducing such waste (extended producer responsibility).

Definition of Terms

1. **Agreement/Contract** means; the Contract entered into between the successful bidder and GSCDCL with the entire documentation specified in the RFP.
2. **Applicable Law(s)** means; any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
3. **Authority** means; the Gwalior Smart City Development Corporation Limited (GSCDCL). The project shall be executed in Gwalior.
4. **Contract Value** means; the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations.
5. **Document** means; any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per the Information Technology Act, 2000.
6. **Service level agreement (SLA)** is the service level and performance commitment of (successful bidder) to the Authority that defines the performance output and availability of the deliveries and installations under this RFP Requirements.
7. **Services** means; the work to be performed by the successful bidder pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Authority.
8. **Reverse auction/bidding-** Bidding process where in empanelled agencies will bid on the rate card/ admissible cost (Benchmark rate) for each type of IEC activity provided in **Section 2.3** by decreasing or increasing the rate mentioned.

Section 1.0

Instructions to Bidders

1. Instruction to Bidders

1.1. General Information and Guidelines

1.1.1. Purpose

The Authority seeks the services of a reputed entity towards “**Empanelment of agency for IEC activities in Gwalior for GSCDCL**”. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals.

The detailed scope of work is provided in [Section 2.0](#) of this RFP (hereinafter referred to as the “Project”/ “Services”).

1.1.2. Consortium & Sub-Contracting

- Consortium & Sub-Contracting is not allowed.
- Consortia and joint ventures with joint and several liability are not permitted; however, agencies may source external resources such as artistes, media creators/ producers, designers etc. from external sources. The entity shall be solely responsible for the quality of work from such resources.

1.1.3. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the Earnest Money Deposit.

1.1.4. Proposal Preparation Costs

- 1 The bidder shall submit the bid at its cost and expense. The Authority shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights from the Authority.
- 2 All materials submitted by the bidder shall be the absolute property of the Authority and Authority shall have the right on the intellectual property right related matters on such materials.

1.1.5. Pre-bid Meeting and Queries

1. The Authority will host a Pre-Bid meeting as per the date mentioned in the Key Schedule. **The representatives, limited to 2**, of the interested bidders may attend the pre-bid meeting at their own cost. The purpose of the meeting is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.
2. Bidders shall e-mail their queries to gscdcltender@gmail.com in the form and manner as prescribed in **Annexure 5**. The response to the queries will be published on

www.mpeproc.gov.in. No queries will be entertained thereafter. The responses of the Authority to the pre-bid queries shall become integral part of this RFP. The Authority shall not make any warranty as to the accuracy and completeness of responses.

3. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of this RFP. The verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or in any manner be binding on the Authority.

1.1.6. Amendment of the RFP

- 1 All the amendments, corrigendum and response to Pre-Bid Queries made in the document would be published on the e-Tendering Portal [www.mpeproc.gov.in] only and shall be part of this RFP.
- 2 The bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. The Authority also reserves the right to amend the dates mentioned in this RFP.

1.1.7. Supplementary Information to the RFP

If the Authority deems appropriate to revise any part of this RFP or to issue additional data to clarify any provision(s) of this RFP, it may issue supplements to this RFP. Any such supplements/ corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.8. Authority's Right to Terminate the Process

The Authority may terminate the RFP process at any time and without assigning any reason. The Authority reserves the right to amend/ edit/ add/ delete any clause of this RFP. Any amendment, editing, addition, modification or deletion shall form an integral part of this RFP and would be published on the e-Tendering portal [www.mpeproc.gov.in].

1.2. Key Requirements of the Bid

1.2.1. RFP /Tender Fee

RFP can be downloaded from the website www.mpeproc.gov.in. RFP Fee of Rs. 5,000/- (Rupees Five Thousand Only) shall be paid only through Online-Tendering Payment Gateway. The RFP fee shall be non-refundable. The RFP is non-transferable document.

1.2.2. Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a bidder is required submit EMD of Rs.50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/ Fixed Deposit Receipt (FDR) / e-FDR issued by any nationalized/ scheduled commercial bank in favor of “**Executive Director, GSCDCL**”, payable at Gwalior.
- 2 Unsuccessful bidders’ EMD will be returned within thirty (30) days after award of the Contract and signing of the Contract. The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee (for an amount equal to Rs 50,000/-) in the format provided in [Annexure 8](#) of the RFP.
- 3 No interest will be paid by the Authority on the EMD amount.
- 4 The Bid submitted without EMD will be summarily rejected.
- 5 The EMD may be forfeited:
 - a. If a bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidder, if the bidder fails to sign the Contract in accordance with the terms and conditions of this RFP.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/ fraudulent/ *mala fide*. The Authority shall also reject the bid and, if necessary, initiate action.
- 6 The decision of the Authority regarding the forfeiture of EMD shall be final and binding upon all the bidders.

1.3. Bid Submission Instructions

1.3.1. Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids in deviation with the prescribed format are liable for rejection.

1.3.2. Bid Submission Instructions

1. The complete bidding process will be online (e-Tendering) in three cover system. Electronic submission of bids shall be in accordance with the instructions given in the Table below:

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Particulars	Instructions
Cover 1	Proof of submission of RFP Fee and Scanned copy of EMD The Bidder should furnish the Proof of submission of RFP Fee and original document of EMD in Hard Copy as mentioned in the Key Schedule.
Cover 2: Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats as prescribed in Annexure 1 of the RFP. Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the Key Schedule.
Cover 3: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 2 of the RFP. Technical Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the Key Schedule.

Note: The Authority will conduct the bid evaluation based on documents submitted through online e-tendering portal. In case of any discrepancy between the bids submitted offline and online, the bid submitted online shall prevail.

2. The following points shall be kept in mind for submission of bids:

- a. The Authority shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The bidder is expected to price all the services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract, without any exclusions/ omissions/ exceptions.
- c. The Authority may seek clarifications from the bidder on the technical proposal. Any of the clarifications by the bidder on the technical proposal should not have any commercial implications. The Proposal submitted by the bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the bidder on the technical proposal during the evaluation of the technical offer.
- d. Technical Proposal shall not contain any financial information.

- e. If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.5](#) of this RFP, the technical proposals of the bidder shall not be opened.
- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which the Authority reserves the right to reject the proposal.

1.3.3. Late Bid and Bid Validity Period

The bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be 180 (one hundred and eighty) days from the last date of submission of the bid.

1.3.4. Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the bidder in the bid form. Entire EMD shall be forfeited if any of the bidders withdraw its' bid during the validity period.

1.3.5. Non-conforming Bids

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

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

1.3.6. Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at the discretion of the Authority. For purposes of interpretation of the Bid, the English translation shall govern.

1.3.7. Authentication of Bid

- a) The Authorized person(s) of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person(s) signing the bid.
- b) The bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit on behalf of the bidder.

1.3.8. Acknowledgement of Understanding of Terms

By submitting a Bid, each bidder shall be deemed to acknowledge that he/ she (used interchangeably in this document when referring to a bidder) it has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.4. Evaluation Process

- a. The Authority will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders.
- b. The BEC constituted by the Authority shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of discussion with the BEC.
- d. The BEC may seek clarifications from any bidder with regard to the proposal and reserves the right to visit client of the bidder to validate the credentials/ citations that may have been claimed by the bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the bidder's representatives who choose to attend the bid opening sessions on the specified date, time and address.
- b. The Authority reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. The bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - RFP fee & Bid Security/EMD, Pre-Qualification Proposal and
 - Stage 2- Technical Proposal
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the Key Schedule. The date and time for Empanelment would be communicated to the technically qualified bidders.
- e. The Bidder's representatives who choose to attend and are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared

a holiday for the Authority, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, the Authority will continue with the process and shall open the bids of the all bidders.

- f. During bid opening, preliminary scrutiny of the bid documents shall be made to determine whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

1.4.2. Evaluation of Pre-Qualification Proposals

- a The Authority shall open Cover 1 marked "RFP Fee and Earnest Money Deposit (EMD)". If the contents of the **Cover 1** are as per requirements of the RFP, AUTHORITY shall open **Cover 2** marked "Pre-Qualification Proposal". **Each of the Pre-Qualification condition mentioned in Section 1.4.5 of the RFP is MANDATORY.** In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- b The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.5](#) of the RFP.
- d The bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.

1.4.3. Technical Proposal Evaluation

The evaluation of the Technical Proposals will be carried out in the following manner:

- a The bidders' technical proposal will be evaluated as per [Annexure 2.0](#) in this RFP. The bidders are required to submit all required documentation in support of the evaluation criteria specified.
- b At any time during the bid evaluation process, the Bid Evaluation Committee (BEC) may seek written clarifications from the bidders.

1.4.4. Application Procedure

To apply for empanelment, an entity requires to submit the following documents:

1. Covering letter as per format attached.
2. PAN card.
3. Work order/ Governing body resolution illustrating similar work/ services having been performed in the last three years; the value of the work done should be clearly highlighted.

4. Project detail sheets, indicating similar work carried out in the last ten years, irrespective of value of work (maximum of ten sheets); each sheet should be supplemented with a work order/ governing body resolution (in case of self-commissioning)/ completion certificate/ last payment invoice showing the work for which such payment was made (any one of these)
5. Prior work experience in Madhya Pradesh is desirable, though not mandatory.

1.4.5. Pre-Qualification Criteria

Each bidder shall meet the following prequalification criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The entity should have been in existence for at least <u>five years</u> . In the case of non-profits, entities should have certification under section 12A of the Income Tax Act, 1961.	Copy of Certificate of Incorporation or registration from Registrar of Companies, Firms and/or Societies. Certificate of Registration from applicable authority in case of section 12A.
PQ2	Turnover	The entity should have annual turnover of no less than Rupees 10 (Ten) Lakh last year (2016-17).	<ul style="list-style-type: none"> • Audited Annual Financial Statement for 2016-17; • Certificate from the Statutory Auditor / Chartered Accountant should be duly furnished.
PQ3	Experience-1	The entity should have prior experience in working in the field of promoting safe sanitation (urban and/or rural) and IEC campaigning under Swach Bharat Mission/ Smart city / other Government programmes;	<ul style="list-style-type: none"> • Copy of Work Order/ Contract/ copy of governing body or board resolution along with record in annual report (in case of CSR or self-commissioned work)
PQ4	Experience-2	The entity should have worked in a similar project, contracted either by a Government body, an international donor or non-governmental organization, or have undertaken at least one such similar work as CSR or a self-commissioned work.	<ul style="list-style-type: none"> • Copy of Work Order/ Contract/ copy of governing body or board resolution along with record in annual report (in case of CSR or self-commissioned work)
PQ5	GST	The organisation should have a valid GST registration.	<ul style="list-style-type: none"> • Copy of GSTIN registration
PQ6	Blacklisting	The Bidder should not have been blacklisted by any Central/ State Government/ Public Sector Undertaking/ Urban Local Bodies in India or similar agencies globally for unsatisfactory performance, corrupt, fraudulent or any other	<ul style="list-style-type: none"> • Undertaking by the authorized signatory as per the format given as Annexure 4

RFP for Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL

S. No.	Basic Requirement	Specific Requirements	Documents Required
		unethical business practices as on date of submission of the proposal.	

1.4.6. Evaluation of application of empanelment

The information sought above will be evaluated as such:

- Only those bidders who comply with all the prequalification criteria shall be considered as responsive bids. Technical proposals of only responsive bids will be evaluated

S. No.	Description	Marks
1.	<p>Project detail sheets, indicating similar work carried out in the last ten years, irrespective of value of work (maximum of ten sheets); each sheet should be supplemented with a work order/ governing body resolution (in case of self-commissioning)/ completion certificate/ last payment invoice showing the work for which such payment was made (any one of these)</p> <p>Each assignment, 2 (Two) marks shall be granted; subject to a maximum of twenty marks.</p>	20
2.	<p>A brief write-up in English or Hindi stating:</p> <ul style="list-style-type: none"> ➤ Understanding of Smart City Mission and Swachh Bharat Mission – Urban including issues, priority areas for IEC (10 Marks) <ul style="list-style-type: none"> i. Gwalior Specific Issues- 3 Marks ii. Priority areas to be addressed- 3 Marks iii. List of campaigning areas- 4 Marks ➤ Expected challenges and risks in conduct of IEC activities and how the agency proposes to resolve them; (10 Marks) <ul style="list-style-type: none"> I. List of challenge areas of Swacch Bharat and Smart Cities to be addressed- 6 Marks II. Proposed options for resolving the challenges- 6 Marks ➤ Communication challenges and how the agency proposes to resolve them; (10 Marks) <ul style="list-style-type: none"> I. Specification of Communication challenges and resolving parameters for each- 6 Marks II. List of expected outputs in terms of IEC and BCC- 4 Marks 	30

Applicants who secure equal to or above 35 (Thirty Five) marks shall be deemed qualified.

1.5. Award of Contract

1.5.1. Empanelment Procedure

Post the evaluation process indicated in Section 1.4 above, the Authority will empanel the qualified bidder whose Proposal has been determined to be technically responsive to the requirements of the RFP, hereby referred to as the 'successful bidder'.

1.5.2. Engagement Procedure

Empaneled agencies shall be required to sign a 'framework contract' with GSCDCL to carry out IEC activities as and how GSCDCL assigns the same. This will essentially imply that the agency will be available to carry out IEC activities for and on behalf of GSCDCL for the Mission, at specified rates. The manner and format of the framework contract shall be provided to agencies after empanelment.

Reverse auction- GSCDCL shall award the given IEC activity to the empaneled agency offering the lowest quote and will issue the service orders directly to such empaneled agency during the period of empanelment. The work under this RFP would be awarded by reverse auction. Each event should be a separate event and Purchase Order /Contract to be awarded separately for each event by the reverse bidding on the basis of Benchmark rate card/ admissible cost for each type of IEC activity provided in **Section 2.3**.

For each task to be done under IEC activities, GSCDCL shall ask for a fee quote from each of the empanelled agencies. Such a fee quote is subject to the maximum fee quote prescribed under the schedule attached.

It is clarified that GSCDCL is under no obligation to avail any service from the agencies that are empanelled. The empanelment of an agency does not guarantee that any IEC activity shall be awarded to it.

The mere signing of a framework contract does not guarantee or assure that an agency shall be necessarily be granted IEC activities to carry out by GSCDCL; although GSCDCL shall endeavor subject to the restrictions pertaining to the amount of work that can be granted to one agency.

If GSDCL is not satisfied with the performance of an agency, it may re-assign work granted to one agency to second lowest bidder.

Restrictions on value of works being awarded to any agency at a given point of time

No agency shall be awarded work which has a cumulative value of more than Rupees Twenty five lakhs within the period of three years. GSCDCL reserves the right to revise such a limit upwards or downwards, depending on whether IEC objectives are met or not, and the availability of a suitable IEC budget.

1.5.3. Signing of Contract

The Authority shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into framework contract with the Authority within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by the Authority. Upon the successful bidder's executing the framework contract, the Authority will promptly return the EMD of unsuccessful bidder.

1.5.4. Failure to Agree With the Terms & Conditions of the RFP/ Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in such an event the Authority may call for fresh RFP.

1.5.5. The Authority's Right to Accept and or Reject any or All Bids

The Authority reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or 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 the Authority's action.

1.6. Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of LoA, the successful bidder shall at its own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to Rs 50,000/- to the Authority.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in [Annexure 8](#), payable on demand, for the due performance and fulfillment of the Contract by the successful bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by the Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid till 180 days after the completion of Contract Period.
- e) In case the Project is extended after the Project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the successful bidder till the extended period.
- f) In the event of the bidder being unable to service the contract for whatever reason the Authority reserves the absolute right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall

be payable to Authority as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. The Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within fourteen (14) days, indicating the contractual obligation(s) for which the bidder is in default.

- g) The Authority shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Authority, a Contract Completion Certificate shall be issued and the PBG would be returned to the successful bidder.

Section 2.0

Scope of Work & Payment Schedule

2. Scope of Work

The responsibilities of the bidder shall include:

2.1. IEC agencies performance of services

The empaneled agencies shall be required to work only within the city limits of Gwalior, which shall be the place of performance of the services.

Each empaneled agency will be assigned, after due bidding process one or more IEC activities, with a specific purpose linked with one or more of the outcomes. Such tasks will be reimbursed by the GSCDCL at rates specified by the successful bidder for that particular event/s. Goods and Services Tax, where applicable, shall be reimbursed to the agency in line with applicable laws.

The task or such groups of tasks will be performed by the agency, following which it shall be required to file an IEC event report that shall contain, inter-alia:

- Purpose of the event;
- Nature of the event
- Participation in the event/ dissemination of content
- Communication objectives of the event
- Feedback, if any

The agency shall be responsible for conceptualizing the IEC activity as per directives of GSCDCL, marketing the same, making all arrangements of hardware, materials, manpower support and all such inputs as may be required to conduct the IEC activity.

The agency shall day to day manage and maintain the IEC-BCC activities for Gwalior smart city limited for Smart city mission and Swachh Bharat mission..

2.2. Review of effectiveness of IEC

GSCDCL may, at its discretion periodically carry out assessments of various sections of audience to assess whether or not the communication objectives or outcomes have been met. If it is established that an agency's outputs have not had the desired effect in terms of meeting IEC objectives, it may elect not to assign any further work to such agency.

Support by GSCDCL and Nagar Nigam

GSCDCL and Nagar Nigam, Gwalior, to the best of their abilities shall make arrangements for the agencies to carry out IEC activities seamlessly, such as:

- Clearing of public spaces for performances
- Meetings with Councilors, Mohalla Samiti/ Ward Sabha representatives as and how required

2.3. Benchmark rate / admissible cost for each type of IEC activity

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S. No.	Activities		Rates Per Activity
1	Mass Media and Documentary film & learning site	TV program	Rs. 13,000 per minute, subject to 23 minutes at most; airtime charges need not be factored as dissemination shall be through applicable government rates
		Radio program	Rs. 3,000 per minute, subject to three minutes at most; airtime charges need not be factored as dissemination shall be through applicable government rates.
		15 minutes documentary film on ODF / Community participation/ Sanitization	Rs. 14,000 per minute, airtime charges need not be factored as dissemination shall be through applicable government rates.
2	Mid-Media activities	Nukkad Naatak	Rupees Six Thousand per event
		Geet-Sangeet mandali	Rupees Six Thousand per event
		Shiksha Choupal	Rupees Six Thousand per event
		Doctor Aap Ke Dwar	Rupees Six Thousand per event
		Audio Visual Show	Rupees Seven Thousand per event, including equipment hire; content need not be developed specifically for this.
		Puppet Show	Rupees Five Thousand per event
		Outdoor print media (flex/ perforated metal/ plastic), illuminated or otherwise	Rupees Five Hundred per square foot including design and production, not exceeding two thousand five hundred square feet in a single instance. Does not include advertising charges. Only recyclable or recycled medium to be used.
		Pamphlets, booklets in four colour print, not exceeding A3 size	Rupees 20/- per page per copy including design, content and printing, one instance or booklet never exceeding a total of Rupees Two Lakh Rupees. Only recyclable or recycled paper to be used.
		Planner/ charts of up to A1 size	Rupees 40/- per piece including design, content and printing.
		'No-plastic day' elements	Not exceeding Rupees Ten Thousand Per event including cost of recyclable items.
		Wall painting/ grafitti	Rupees Six Thousand for every Two Hundred square feet, including design and production.

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S. No.	Activities		Rates Per Activity
		Other promotional printing on disposable cups, bottles etc.	Rupees Five Only per impression, not exceeding Rupees Ten Thousand per instance.
3	Social Mobilization	Social visit / Per ward	Rupees Seven Thousand per event
		Door to door campaign / Per Ward	Rupees Fifty per door, subject to a maximum of 200 doors per week.
		Involvement of schools, local leaders, ASHA workers	Rupees Four Thousand per event
		Swachhata Doot and community health workers	Rupees Three Thousand per day as Honorarium to Swachhata Doot; Rupees Five Hundred per community worker per day, subject to only two days of deployment of Swachhata Doot and one person day per community health worker; maximum of ten community health workers
4	IEC in Schools	Spot painting competition	Rupees Thirteen Thousand per event
		Essay / slogan writing Competition	Rupees Seven Thousand per event
5	Training & workshop on IEC-BCC	IEC-BCC workshop	Rupees Twenty Thousand per event; venue shall be provided by GSCDCL
6	Workshops / Advocacy workshop	Advocacy by political / religious / community leaders, local celebs & other department heads.	Rupees Fifteen Thousand per event
7	Technical Training/ workshops	Mason training for construction of toilets, dhallaos etc.	Rupees Four Thousand per trainee; training has to be completed in 10 days; maximum of twenty trainees per batch.
		Solid & liquid waste management – demonstration and technical orientation session	Rupees Twenty Five Thousand; no reimbursements for demonstrating party
		Capacity building etc.	Same as workshop or advocacy meeting
8	Community triggering	Community awareness for ODF (7 Day Morning Activity-Ward Wise)	Rupees Five Thousand per day; limited to seven days only

Note: GSCDCL may, at its discretion and based on ground realities amend the rates as above.

The agency shall day to day manage and maintain the IEC-BCC activities for Gwalior smart city limited for Smart city mission and Swachh Bharat mission.

2.4. Payment Terms

No advances shall be permitted. In case of high value events which require more than Rupees Five Lakh of expenditure by the agency, an advance may be sought by the agency against a specific format of bank guarantee or fixed deposit of the same amount (as sought as advance), furnished in the name of GSCDCL and drawn on a scheduled commercial bank having a branch in the city of Gwalior.

The agency shall, at the conclusion of the event, raise an invoice along with the IEC event report. Upon receipt of the same, GSCDCL shall satisfy itself that the IEC activity has indeed been held; and that the broad objectives have indeed been met. In case GSCDCL is not satisfied with the quality of the event or the objectives achieved, it shall communicate the same to the agency, clearly stating the reasons why it perceives the IEC event as not being successful. The agency shall be granted a hearing in this case, and if it fails to convince GSCDCL otherwise, the reimbursement for the IEC event shall be reduced by fifty per cent.

Payments shall be made within thirty working days of receipt of invoice along with the IEC event report.

Section 3.0

General Conditions of Contract (GCC)

3. General Conditions of Contract (GCC)

3.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

3.2. Payment Terms

1. No advance payment shall be made.
2. The successful bidder's request(s) for payment shall be made to the Authority in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted and upon fulfillment of other obligations stipulated in the contract.
3. Payments shall be made by the Authority within thirty (30) days after submission of the invoice or claim by the successful bidder, only after verification by the designated Official of the Authority.
4. Payment shall be made in Indian Rupees by RTGS/ NEFT on Bank in the name of the successful bidder.
5. All remittance charges shall be borne by the successful bidder.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
7. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective quarterly invoice.
8. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations.

3.3. Confidential Information

- a) The Authority and the successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The successful bidder shall not use the documents, data, and other information received from the Authority for any purpose other than the services required for the performance of the Contract.

3.4. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the submission for Bids, any law, regulation, ordinance, order or bylaws having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful bidder has thereby been affected in the performance of any of its obligations under the Contract.

3.5. Force Majeure

- a) The successful bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the successful bidder shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the successful bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.6. Settlement of Disputes

- 1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within thirty (30) days after receipt. If that party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within sixty (60) days following the response of that party, clause GCC 3.6 (2) shall become applicable.

2. Arbitration:

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between the Authority and the successful bidder, which has not been settled amicably, either party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the Authority and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CEO, GSCDCL. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- b) Arbitration proceedings shall be held in Gwalior, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

3.7. Extensions of Time

1. If at any time during performance of the Contract, the successful bidder should encounter conditions impeding timely delivery of the Services, the successful bidder shall promptly notify the Authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder notice, the Authority shall evaluate the situation and may at its discretion extend the time for performance by the successful bidder in writing.
2. Delay by sixty (60) days the successful bidder in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in the Authority, unless an extension of time is agreed mutually.

3.8. Termination

1. Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (10) of this GCC Clause 3.8. In such an occurrence, the Authority shall give a not less than thirty (30) days' written notice of termination to the successful bidder.
2. If the successful bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.

3. If the successful bidder becomes insolvent or goes into liquidation, or a receiver is appointed for it.
4. If, in the judgment of the Authority, the successful bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of more than sixty (60) days.
6. If the successful bidder submits to the Authority, a false statement which has a material effect on the rights, obligations or interests of the Authority.
7. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
8. If the successful bidder fails to provide the quality services as envisaged under this Contract, the Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Authority may decide to give one chance to the successful bidder to improve the quality of the services.
9. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
10. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
11. In the event the Authority terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, the Authority may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed from a third party, and the successful bidder shall be liable to the Authority for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

3.9. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.8, the Authority shall make the following payments to the successful bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1), (2), (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination

of the contract. However, the Authority may consider making a payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Authority. Applicable under such circumstances, upon termination, the Authority may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to the Authority within thirty (30) days of the date of the termination.

3.10. Assignment

If the successful bidder fails to render services in stipulated timeframe and as per schedule, the Authority, at its discretion and without any prior notice to the successful bidder, may discontinue or minimize scope of work or procure/ board any other similar agency to render similar services to complete project in stipulated timeframe.

3.11. Service Level Agreement

- a. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to define the performance based and measurable service level agreements which shall be complied by the successful bidder during the tenure of this Contract.
- b. The successful bidder and the Authority shall regularly review the performance of the services being provided by the bidder and the effectiveness of this SLA.

3.12. Other Conditions

- a) The successful bidder should comply with all applicable laws and rules of Government of India and Government of Madhya Pradesh.
- b) Support Executive/ Supervisor deployed by the successful bidder shall not have right to demand for any type of permanent employment with the Authority or its allied Offices and shall not be treated as the employee of the Authority at any time.
- c) CEO, GSCDCL reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

3.13. Risk Purchase

In case the successful bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the CEO- GSCDCL reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the successful bidder.

Section 4.0

Annexure

Annexure 1- Guidelines for Pre-Qualification Proposal

Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			Transaction Number: Date: EMD Mode: Reference No:
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Power of Attorney in favour of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
5.	Copy of Certificate of Incorporation of Company Proof of existence for at least five years . In the case of non-profits, entities should have certification under section 12A of the Income Tax Act, 1961.			Corporate Identity Number: Date of Incorporation:
6.	Copy of Certificate from the Statutory Auditor / Chartered Accountant As per format provided at Annexure 7			Year-wise details of turnover Average Turnover:
7.	Certificate from the Chartered Accountant towards the Net worth of the Bidder.			Name of CA – Certificate Date -
8.	The entity should have prior experience in working in the field of promoting safe sanitation (urban and/or rural);			Customer Name: Work Order Number: Date of Work Order: Completion Certificate:
9.	The entity should have worked in a similar project, contracted either by a Government body, an international donor or non-governmental organization.			Customer Name: Work Order Number: Date of Work Order: Completion Certificate:

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S No.	List of Documents	File Name	Submitted (Y / N)	Description
10.	Declaration for not being blacklisted by Central/State Government/ Public Sector Undertaking entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. As per format provided at Annexure 4			Reference No: Date of Letter:

Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam City Centre Office,

Gwalior (M.P) 474003

Subject: Bid for ***“Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL”***

RFP Reference No: XXXX

Dear Sir,

With reference to your ***“Request for Proposal for “Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL”***, we hereby submit our Prequalification Proposal and Technical Proposal for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [] in the form of [.....] and Tender fee of INR [] online through e-Tendering Portal (www.mpeproc.gov.in),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 (One Hundred and Eighty) days from the last date of submission of the bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:

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- i. To commence services as stipulated in the RFP document
- ii. We affirm that the prices quoted are inclusive of design, development, delivery, management and handholding support and inclusive of all out of pocket expenses, taxes, levies, discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with the Authority's written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading during/ after the selection process, we are liable to be dismissed from the selection process or termination of the Contract, if selected.

In case of any clarifications please contact _____ email at

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Annexure 1.3 - Format to share the Particulars of the Bidder

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidder:	
2.	Address and contact details of Bidder:	
3.	Corporate Identity Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd. / Pvt. Ltd.)	
6.	GST No.	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 5 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

Annexure 1.4. - Format of Project Citation

S No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The bidder is required to use above format for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.

Annexure 2. – Guidelines for Technical Proposal

Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter As per Annexure 2.2			Reference No: Date of Letter:
2.	Power of Attorney As per Annexure 6			Reference No: Date of Letter:
3.	Annual Turnover As per Annexure 7			Reference No: Date of Letter:
4.	Performance Bank Guarantee As per Annexure 8			Reference No: Date of Letter:

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

**Executive Director
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam, Smart City,
Gwalior (M.P) 474003**

Sub: Request for Proposal for ***“Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL”*** (“RFP”)

RFP Reference No: XXXX

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL”**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL”**, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and GSCDCL or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank or a schedule commercial bank in India, for a sum of Rs 50,000/- to the Authority for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of one hundred and eighty (180) days from the last date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this RFP response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and GSCDCL.

**RFP for Request for Proposal For Empanelment of agency for IEC activities in Gwalior for
GSCDCL**

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to GSCDCL is true, accurate and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead GSCDCL as to any material fact.

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Annexure 4- Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam, Smart City,

Gwalior (M.P) 474003

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

RFP Reference No: XXXX

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the _____ ("Company") is not debarred / black-listed by the Central Government/ any State Government/ Public Sector Undertaking entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid.

In the event of any deviation from the declaration, GSCDCL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone &Fax :

E-mail address :

Annexure 5 - Format of sending pre-bid queries

RFP Reference No: XXXX

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query/ request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidders are requested to send the queries in PDF with Sign and Company Stamp and also in MS Excel for making consolidation process easy.

Annexure 6- Power of Attorney

[To be executed on non-judicial stamp paper of Rs. 100 in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL”**, including signing and submission of all documents and providing information/ responses to the Gwalior Smart City Development Corporation Limited (GSCDCL), representing us in all matters before GSCDCL, and generally dealing with the GSCDCL in all matters in connection with our Proposal for the said Project.

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

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Annexure 7 – Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Financial Years (2013-14, 2014-15, 2015-16).

Financial Information			
Financial Year	2014 - 2015	2015 - 2016	2016 - 2017
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			
Note: Annual turnover should be certified by a practicing Chartered Accountant/ Statutory Auditors.			

Annexure 8 – Format for Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref: < --- >

Date: _____

Bank Guarantee No.: _____

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam, Smart City,

Gwalior (M.P) 474003

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, having its registered office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), has entered into a Contract dated (Hereinafter, referred to as “Contract”) with you for “**Request for Proposal For Empanelment of agency for IEC activities in Gwalior for GSCDCL**”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of Rs 50,000/- , and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs 50,000/-<Fifty Thousand Only> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good during the contract period and till 180 (One Hundred and Eighty) days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against GSCDCL; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 (forty-eight) hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the terms of the Contract, any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs, 50,000 (Rupees Fifty Thousand only) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of Authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed Rs 50,000/- (Rupees Fifty Thousand only) . This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 (one hundred and eighty) days after the End of Contract Period.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Gwalior for the purpose of any suit or action or other proceedings arising out of this guarantee.

Dated this day 20....
Yours faithfully,

For and on behalf of the Bank,

**RFP for Request for Proposal For Empanelment of agency for IEC activities in Gwalior for
GSCDCL**

(Signature)

Designation

(Address of the Bank)

Note:

- This guarantee will attract stamp duty as a security bond.
- A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.
- The bank seal should be affixed to this guarantee.