



**Request for Proposal for establishing  
Gwalior Smart City Women  
Entrepreneurship Development Cell  
(Incubation Hub for Start-Up)**

Ref Number: [GSCDCL/020/2017]

Date: [12/10/2017]

**EXECUTIVE DIRECTOR**

**GWALIOR SMART CITY DEVELOPMENT CORPORATION LTD (GSCDCL)**

**NAGAR NIGAM MUKHYALAY, CITY CENTER, GWALIOR**



## Gwalior Smart City Development Corporation Limited

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### NOTICE INVITING TENDER (NIT)

NIT No. GSCDCL/020/2017

Date: 12 October 2017

<b>Table of Contents</b>		
<b>S. No.</b>	<b>Particulars</b>	<b>Page No.</b>
1.	List of abbreviation	5
2.	Introduction	5
3.	Key Schedule	5
4.	Structure of the RFP	7
5.	Background information	
	• Basic Information	7
	• Project background	8
6.	Instruction to the Bidders	
	• General	10
	• Completeness of Response	11
7.	Pre-bid meeting and clarification	
	• Pre-bid conference	11
	• Responses to the pre-bid query	11
8.	Key requirement of the bid	
	• Right to terminate the process	12
	• Contract	12
	• RFP document fees	12
	• Earnest Money Deposit	13
	• Consortium	14
	• Sub-contracting	15
	• Submission of bids	15
	• Authentication of bids	16
9.	Preparation and submission of bid	
	• Bid preparation costs	16
	• Site Visits	16
	• Language	16
	• Venue and deadline for submission of bids	16
	• Late bids	17

	<ul style="list-style-type: none"> <li>• Withdrawal, Substitution and modification of bids</li> </ul>	17
10.	Bid evaluation process <ul style="list-style-type: none"> <li>• Criteria for evaluation</li> <li>• Bid evaluation- technical and commercial</li> </ul>	18 19
11.	Appointment of Successful Bidder <ul style="list-style-type: none"> <li>• Award Criteria</li> <li>• Right to Accept Any Bid and To Reject Any or All Bids(s)</li> <li>• Notification of Award</li> <li>• Contract Finalization and Award</li> <li>• Performance Guarantee</li> <li>• Signing of Contract</li> <li>• Failure to Agree with the Terms and Conditions of the RFP</li> </ul>	24 24 24 24 24 25 25
12.	Scope of Work	25
13.	Key Personnel <ul style="list-style-type: none"> <li>• Positions identified for Key Personnel</li> <li>• Other Conditions</li> </ul>	30 31
14.	Deliverables and Timelines	31
15.	Prohibited Practices	33
16.	Conflict of Interest	35
17.	Correction of Errors	36
18.	<b>Annexures</b> Annexure 1 - Check-list for the Pre-Qualification Proposal Annexure 2 - Format to share the Particulars of the Bidder Annexure 3 - Guidelines for Technical Proposal Annexure 4 - Bid Security (Bank Guarantee) Annexure 5- Performance Bank Guarantee/ Security Annexure 6A- Power of Attorney Annexure 6B- Power of Attorney for Lead Member by the Consortium Member Annexure 7- Undertaking Annexure 8- Consortium Agreement Annexure 9- Pre-Technical Bid Cover Letter Annexure 10- Technical Bid Cover Letter Annexure 11- Format of Curriculum Vitae (CV) for Proposed Professional Staff Annexure 12- Format for Declaration by the bidder for not being Blacklisted / Debarred	37 38 39 40 42 46 47 49 51 53 55 57 59

## **DISCLAIMER**

Gwalior Smart City Proposal (SCP) was selected to implement the Area Based Development (ABD) and pan-city proposals by Government of India under Smart City Mission. Gwalior SCP proposes smart solutions in ABD and across pan-city providing various smart feature/infrastructure.

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

GSCDCL has prepared this Request for Proposals (“RFP”) for “Establishing the Gwalior Smart City Women Entrepreneurship Development Cell (Incubation Hub for Start-Up)” (hereinafter referred to as “Project”). This RFP is a detailed document which specifies terms and conditions on which the Bidder is expected to work. GSCDCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither GSCDCL or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the Bidder(s) preparing their proposals. However, this information is not intended to be exhaustive and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on GSCDCL or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each Bidder is advised to consider the RFP as per its understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. The Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. The Bidders should go through the RFP in detail and bring to notice of GSCDCL any kind of error, misprint, inaccuracy or omission.

GSCDCL reserves the right not to proceed with the Project, to alter the Time line reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a proposal by under or pursuant under this RFP.

## 1. List of Abbreviation

Abbreviation	Description
EMD	Earnest Money Deposit
GSCDCL	Gwalior Smart City Development Corporation Limited
LOA	Letter of Award
NIT	Notice of Tender/ RFP
RFP	Request for Proposal/ NIT

## 2. Introduction

Gwalior Smart City Development Corporation Limited (GSCDCL) invites online bids from eligible Bidders through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) for “Establishing the Gwalior Smart City Women Entrepreneurship Development Cell (Incubation Hub for Start-Up)”.

The intent of this RFP is to invite proposals from the Company/ Limited Liability Partnership/ Partnership Firm/ Societies/ Cooperative (also referred to as ‘Bidders’) to enable “Establishing the Gwalior Smart City Women Entrepreneurship Development Cell (Incubation Hub for Start-Up)”.

## 3. Key Schedule

Sr. No.	Event's Name	Information
1.	RFP Fee	Rs.12,500/- (Rupees Twelve Thousand Five Hundred only) through Online e-Tendering Payment Gateway only
2.	Earnest Money Deposit (EMD)	Rs. 1, 25,000 /- (Rupees One Lakh Twenty Five Thousand only)
3.	Last date for sending pre-bid queries	October 24, 2017 till 17:30 hrs. at <a href="mailto:gscdcltender@gmail.com">gscdcltender@gmail.com</a>
4	Date, Time & Place of Pre-bid Meeting	October 25, 2017 till 14:00 hrs. Venue: Gwalior Smart City Development Corporation Limited, Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh
5.	Last date for Online Purchase of RFP	November 16, 2017 till 17:30 hrs.
6.	Last date of Online Submission of Bids	November 17, 2017 till 17:30 hrs.

7.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids	November 20, 2017 till 17:30 hrs. Two printed copies of the entire proposal, one marked ORIGINAL and the second one as DUPLICATE and a soft copy on non-rewriteable electronic storage media with all the contents of your proposal.
8.	Date and Time for Opening of Pre-Qualification and Technical Proposal	November 21, 2017 till 14:00 hrs.
9.	Technical Presentation by the Bidders	Will be intimated later to the pre-qualified Bidders
10.	Date and Time for Opening of Financial Proposals	Will be intimated later to the technically qualified Bidders
11.	Project Award Criteria	QCBS
12.	Bid Validity Period	180 days from the last date for submission of the bids

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.
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 undertaking duly notarized (refer annexure 7)
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.

EXECUTIVE DIRECTOR  
Gwalior Smart City Development Corporation Limited, Gwalior

#### **4. Structure of this RFP**

This Request for Proposal (RFP) for “Establishing the Gwalior Smart City Women Entrepreneurship Development Cell (Incubation Hub for Start-Up)” comprises of the following.

- A. Instructions on the Bid process for the purpose of responding to this RFP.  
This broadly covers:
  - 1. General instructions for bidding process
  - 2. Bid evaluation process including the parameters for Technical evaluation and commercial evaluation to facilitate GSCDCL in determining Bidder’s suitability
  - 3. Payment Schedule
  - 4. Commercial bid and other formats
- B. Functional and Technical Requirements of the Project.  
The contents of the document broadly cover the following areas:
  - 1. About the Project and its objectives
  - 2. Scope of work
  - 3. Functional and Technical requirements
  - 4. Project Schedule

The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents.

Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal that is not responsive to the RFP requirements will be at the Bidder's risk and cost may result in rejection of the proposal and forfeiture of the EMD.

#### **5 Background Information**

##### **5.1. Basic Information**

- I. GSCDCL invites responses (“Bids”) to this RFP from interested and eligible Bidders to participate in the Project viz. “Establishing the Gwalior Smart City Women Entrepreneurship Development Cell (Incubation Hub for Start-Up)”, for a period of three (3) years in Gwalior as per this RFP.
- II. Bids must be received not later than time, date and venue mentioned in the Key Schedule. Bids that are received late WILL NOT be considered in this bid process.

## 5.2 Project Background

Gwalior has been selected to be a recipient of benefits under the Smart Cities Mission (“the Mission”) of the Government of India. The city of Gwalior, through the Gwalior Smart City Development Corporation Limited (“GSCDCL”) is responsible for development and implementation of the approved Smart City Plan (“Plan”) under the Mission. The Plan contains several interventions, both at the level of creation of infrastructure (water supply, roads, drainage, waste water, solid waste management etc.) as well as social and economic development in the form of livelihoods promotion etc. The plan also focuses on certain aspects of reform(s) in municipal administration for better management of revenue and other resources.

The implementation of the Plan will also entail leveraging various other Central Government schemes, such as National Urban Livelihoods Mission, Swarna Jayanti Shehri Rozgar Yojna, Development of Women & Children in Urban Areas, Atal Mission for Rejuvenation & Urban Transformation, Pradhan Mantri Awas Yojna, Swachh Bharat Mission and such other schemes from various Ministries and Departments.

A key element of the Plan is to foster economic development within the city, particularly with the greater involvement of women. It is envisaged that the smart city of Gwalior will provide ample opportunities to foster women entrepreneurs to establish and carry on their business as productive and economically empowered members of the society.

To this effect, GSCDCL seeks to partner with one or more entities in fostering successful micro, small or medium enterprises in providing goods, services or any combination thereof, by women, particularly from disadvantaged and low income sections of the society.

This RFP is a composite bid document with pre-qualifications, technical bids and financial bids. The Bidder(s) have to estimate their anticipated expenditure on the project with given scope of Work (“Services”) and indicate the monthly payment expected from GSCDCL.

### Objectives

The purpose of this Project is to have a working model wherein women especially from less advantaged sections of the society within the city of Gwalior can be made to emerge as entrepreneurs using a variety of funds, training and other resource based material support. Such funds, training and resource-based material support will be raised by and channeled through an agency or entity (“*service provider*”) specifically commissioned for this purpose under the instant contract. In essence, this *service provider* shall run, for the duration of the contract, an ‘incubation programme’ for women-headed small and micro-enterprises to nurture them to a stage of self-sustainability.



This exercise is also expected to illustrate and highlight, inter-alia:

- the challenges in establishing sustainable women-headed enterprises, both from the perspective of gender sensitivity as well as business sustainability;
- the extent to which a business can be scaled up to migrate from an informal or semi-formal state of existence to a formal state, which can be invested into by external parties;
- the challenges and lessons learnt keeping in view the possibility of scaling up the efforts, essentially making a case for a more permanent form of an ‘incubation programme’ and recruitment of an agency to run the same.

### **Expected outcomes**

The work of the service provider shall endeavor to achieve the following outcomes:

- State and city based public agencies, stakeholders such as philanthropists, venture capitalists and public at large have a better understanding and appreciation of micro-enterprises within the city of Gwalior, more so of those that are run by women;
  - o State based agencies such as Nagar Nigam, Gwalior, GSCDCL, State Urban Development Agency/ District Urban Development Agency, State Urban Livelihood Mission etc. exhibit a clear intent of fostering such micro-enterprise units using their own resources, and to remove procedural and regulatory bottlenecks that impede the establishment of such micro-enterprises;
  - o Non-state stakeholders such as banks, financial institutions, venture capitalists, philanthropists exhibit increased interest or risk appetite in investing/ scaling up such micro-enterprises;
- 20 (Twenty) pilot micro-enterprises created and sustained to an extent that at least 4 (four) of them can attract larger investment from other stakeholders, including but not restricted to philanthropists, crowd-funding agencies, venture capital investors, financial institutions etc.; and at least 8 (eight) of them are generally profitable at the end of three years, i.e. generate a rate of return of more than prevailing fixed deposit rates.
- There is a distinct case for creating a more permanent incubation programme that can be invested into by the State or other non-State entity from their own resources.

## **6. Instructions to the Bidders**

### **6.1. General**

- i. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, however Bidders should form their own conclusions about the methodology/ solution needed to meet the requirements.
- ii. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the GSCDCL on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise exist unless and until a formal written contract has been executed by or on behalf of the GSCDCL. Any notification of preferred Bidder status by GSCDCL shall not give rise to any enforceable rights by the Bidder. GSCDCL reserves the right to cancel the RFP at any time.
- iv. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- v. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- vi. The Bidder shall submit a Power of Attorney authorizing the signatory of the proposal to commit the Bidder. In case the Bidder is a consortium, the members thereof should furnish a Power of Attorney in favour of the lead member.
- vii. The financial proposal should be quoted by the Bidder inclusive of all taxes, fees and cess as per the terms and conditions of this RFP and the provisions of the Contract.
- viii. This RFP is not transferable.
  - i. Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
  - ii. Each Bidder shall submit only one bid (either solely or as consortium member)

### **6.2 Compliant Proposals / Completeness of Response**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.

Failure to comply with the requirements may render the Proposal non-compliant and the Proposal may be rejected.

Bidders must:

- A. Include all documentation specified in this RFP;
- B. Follow the format of this RFP and respond to each element in the order as set out in this RFP
- C. Comply with all requirements as set out within this RFP.

## **7. Pre-Bid Meeting & Clarifications**

### **7.1 Pre-bid Conference**

- I. A pre-bid meeting shall be held with the prospective Bidders as provided in the Key Schedule
- II. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach GSCDCL at the address prescribed in the Key Schedule by post, facsimile or email on or before the date and time prescribed in the Key Schedule.
- III. The queries should necessarily be submitted in the following format:

<b>S. No.</b>	<b>RFP: Document Reference(s) (Section and Page No.)</b>	<b>Content of RFP requiring clarification (s)</b>	<b>Points of clarification</b>
1.			
2.			
3.			

- IV. Any requests for clarifications after the indicated date and time may not be entertained by the GSCDCL

### **7.2 Responses to Pre-Bid Queries**

- i. GSCDCL will endeavour to provide timely response to all queries. However, GSCDCL makes no representation or warranty as to the completeness or accuracy of any response; nor does it undertake to answer all the queries that have been posed by the Bidders.

- ii. At any time prior to the last date for receipt of bids, GSCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- iii. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and emailed to all participants of the pre-bid conference.
- iv. Any such corrigendum shall be deemed to be incorporated in to this RFP.
- v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, GSCDCL may, at its discretion, extend the last date for the receipt of Proposals.

## **8. Key Requirements of the Bid**

### **8.1 Right to terminate the process**

- I. GSCDCL may terminate the RFP process at any time and without assigning any reason. GSCDCL makes no commitments, express or implied, that this process will result in a business transaction or a Contract whatsoever.
- II. This RFP does not constitute an offer by GSCDCL. The Bidder's participation in this process may not result in selecting the Bidder for execution of the Contract.

### **8.2 Contract**

The Contract sets forth the detailed terms and conditions including the scope of the services and obligations. The Bidder are advised to assess and evaluate all contractual or project risks. GSCDCL shall not be responsible and accepts no liability of any nature whatsoever of, for or by any Bidder for any failure, action, omission to assess or evaluate all or any contractual and project risks.

### **8.3 RFP Fees**

RFP can be purchased from the website <https://www.mpeproc.gov.in/>. The RFP fees should be submitted online along with Proposal.

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

- a) Bidders shall submit, along with their Bids, EMD of Rs. 1, 25,000/- (Rupees One Lakh Twenty Five Thousand Only), in the form of a Demand Draft or Bank Guarantee (in

the format specified in Annexure 4) issued by any Scheduled commercial / nationalized bank in favour of Executive Director, Gwalior Smart City Development Corporation Limited, payable at Gwalior, and should be valid for 60 (sixty) days after the expiry of proposal validity period.

- b) EMD of all unsuccessful Bidders would be returned, without interest, by GSCDCL within 30 (thirty) days of the Bidder being notified as unsuccessful. The EMD, for the amount mentioned above, of Successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 5.
- c) The EMD amount is interest free and will be returned to the unsuccessful Bidders without any accrued interest on it.
- d) The bid submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - i) If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any; or
  - ii) In the case of a Successful Bidder if the Bidder fails to sign the contract for any reason not attributable to the GSCDCL or fails to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
  - iii) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - iv) During the bid process, if any information is found to be wrong/ manipulated/ hidden in the bid.
- f) The EMD may be forfeited as mutually agreed genuine pre-estimated compensation and damages payable to GSCDCL for, *inter alia*, time, cost and effort of GSCDCL without prejudice to any other right or remedy that may be available to GSCDCL hereunder or otherwise, under the following conditions:
  - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
  - If a Bidder withdraws its Proposal during the period of Bid/Proposal validity
  - If the Selected Bidder fails, within the specified time limit:
    - to sign the Contract and/or
    - to furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract.

## **8.5 Consortiums**

- i. The Bidder for participation in the selection process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the Project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.

- ii. No Bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Project.
- iii. In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
  - a) Number of members in a Consortium shall not exceed [3 (Three)] including the lead member
  - b) The members of the Consortium shall nominate one member as the lead member
  - c) The members of the Consortium shall be jointly and severally responsible for successful implementation of the Project throughout the terms of the Contract.
  - d) The lead member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium or its members respectively from time to time in response to this RFP.
  - e) The members of the Consortium shall submit a Consortium Agreement as set out in Annexure 8 *inter alia* consisting of the following:
    - Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work, allocated as per each member's field of expertise
    - Commit to the profit and loss sharing ratio of each member
    - Commit to the scope of work, rights, obligations and liabilities to be held by each member
    - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Project.
    - Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract;
  - f) Change of any member in the Consortium can be done only with the prior written approval of GSCDCL. Provided that in the event of any such proposal for change of Consortium member, the new member replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, to the satisfaction of GSCDCL. In the event GSCDCL does not grant approval for the change of the Consortium member the exit of such Consortium member shall constitute a breach of the Contract.
  - g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any Project or bid, and the bar subsists as on the date of

last date of submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

- h) The Successful Bidder, at no given point of time, may assign or delegate its rights, duties or obligations under the Agreement/ Contract except with prior written consent of the GSCDCL.]

#### **8.6 Sub-Contracting**

Sub-contracting is not allowed.

#### **8.7 Submission of Bids**

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

<b>Particulars</b>	<b>Instructions</b>
<b>Cover 1</b>	Proof of submission of RFP Document Fee and Scanned copy of EMD  The Proof of submission of RFP Document Fee and original document of EMD should be submitted in Hard Copy as mentioned in the NIT.
<b>Cover 2: Pre-Qualification Proposal</b>	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats as prescribed in Annexure 9 of the RFP.  Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as mentioned in the NIT.
<b>Cover 3: Technical Proposal</b>	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 10 of the RFP.  Technical Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.
<b>Financial Proposal</b>	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP.  Financial Proposal should be submitted <b>online only</b> .

**Note: GSCDCL 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.**

## **8.8 Authentication of Bids**

The Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid in the format provided in Annexure 6A or Annexure 6B, as applicable.

## **9 Preparation and Submission of Bid**

### **9.1 Bid Preparation Costs**

a) The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by GSCDCL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

b) GSCDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **9.2 Site Visit**

The Bidder may visit and examine the site and obtain for itself on its own responsibility all information on the existing processes and functioning that may be necessary for preparing the Proposal document. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at Bidder's own expense.

### **9.3 Language**

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, the certified true copy of English translation thereof (duly notarized) should also be furnished. Further, such translation is to be duly attested by the Bidder. For purposes of interpretation of the Bid, the English translation shall govern.

### **9.4 Venue & Deadline for Submission of Bids**

The Bids, in its complete form in all respects as specified in the RFP, must be submitted to GSCDCL at the address specified in Section 3 above.

### **9.5 Late Bids**



a) 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 be returned unopened.

b) The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c) GSCDCL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents through on-line portal. No further correspondence on the subject will be entertained.

d) GSCDCL reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon Project priorities vis-à-vis urgent commitments.

#### **9.6 Withdrawal, Substitution and Modification of Bids**

- a) The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by GSCDCL prior to the deadline prescribed for submission (both online and off-line). All notices must be duly signed by an authorized representative and shall include a copy of authorization letter (power of attorney).
- b) A notice may also be sent by an electronic means such as fax or email, but in this case it should include a scan of the mailing receipt showing both the sender's and receiver's address for the signed hard copy of the notice, and a scan of the power of attorney
- c) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in a manner similar to the original bid.
- d) Bids requested to be withdrawn in accordance with clause 9.6 (a) mentioned above, shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- e) No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the bid submission form, or any extension thereof agreed to by the Bidder.

## **10 Bid Evaluation Process**

- a. GSCDCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders.
- b. The BEC constituted by GSCDCL shall evaluate the responses to the RFP and all supporting documents. Inability to submit requisite supporting documents, 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 in this regard.
- d. The BEC may seek clarifications from any Bidder w.r.t. its proposal and may visit the Bidder's client site to validate the credential/citations claimed such Bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### **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. GSCDCL reserves the right at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
  - Stage 1 - RFP Document fee and EMD, Pre-Qualification and Technical Proposal
  - Stage 2 - Financial Proposal (online)
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the RFP NIT sheet. The date and time for opening the Financial Proposals would be communicated to the technically qualified Bidders.
- e. The Bidder's representatives who are present during the bid opening shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for GSCDCL, 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, GSCDCL will continue process and 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.

## **10.1 Criteria for Evaluation**

### **Evaluation of Pre-Qualification Proposals**

- a) GSCDCL shall open Cover 1 marked “RFP Document Fee and Earnest Money Deposit (EMD)”. If the contents of the **Cover 1** are as per requirements of the RFP, GSCDCL shall open **Cover 2** marked “Pre-Qualification Proposal”. Each of the Pre-Qualification condition mentioned in RFP is MANDATORY. In case the Bidder does not meet any one of the conditions, the Bidder shall stand disqualified.
- b) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the Annexure 9.
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with this RFP and in the manner prescribed in 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.

### **Evaluation of the Technical Proposal**

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

- a) GSCDCL will review the technical bids of the short-listed Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSCDCL’s discretion.
- b) The technical solutions proposed by the Bidder in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 10 and technical evaluation criteria as mentioned in Section 10.1 of the RFP.
- c) Bidders shall make the technical presentation of the proposal to GSCDCL as per the agenda mentioned in Section 10.1 of the RFP.
- d) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 (hundred) points. (Refer Section 10.1 of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- e) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates,

client contact information for verification, and all others components) as required for technical evaluation.

- f) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
- g) GSCDCL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- h) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- i) GSCDCL reserve the right to accept or reject any or all bids without giving any reasons thereof.
- j) GSCDCL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### **Evaluation of the Financial Proposal**

- a The Financial Proposal of only the technically qualified Bidders will be opened.
- b The selected partner(s) may be a single entity, or a consortium of up to three entities who may jointly and severally associate and collaborate to deliver the requirements as above. The single entity or lead member of the consortium should have an annual turnover of at least **Rupees Fifty Lakhs** (or realized budgetary receipts of at least **Rupees Fifty Lakhs** in case of a non-profit entity such as a Society or Trust) in each of the three years preceding up to the end of financial year 2016-17. The single entity **OR** the lead member and at least one more consortium member in the event of consortium submission, should have been in business for at least ten years up to end of financial year 2016-17.
- c The Financial Proposal of only the technically qualified Bidders will be opened. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the service provider. The lowest Financial Proposal ( $F_{\min}$ ) will be given a financial score (FS) of 100 points. The financial scores of other Proposals will be computed as follows:

$$SF = 100 \times (F_{\min} / F_{\text{bidder}})$$

(where  $F_{\text{bidder}}$  = amount quoted by other bidder)

If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected at the sole discretion of GSCDCL.

### Composite evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = (TS \times 0.80) + (FS \times 0.20)$$

(where S is the combined score)

The bidder securing the highest value of S will be called for negotiations by GSCDCL.

### Pre-Qualification Criteria

Each Bidder shall meet the following prequalification criteria:

Eligibility	Documentation
Entity	[FOR ALL MEMBERS IN THE CONSORTIUM/ SOLE BIDDER] - Certificate of incorporation (company or LLP)/ registration certificates (in case of society or cooperative or partnership)
How long has the entity been in business	The single entity OR the lead member and at least one more consortium member in the event of consortium submission, should have been in business for at least ten years up to end of financial year 2016-17.
Turnover	[FOR SOLE BIDDER/ LEAD MEMBER ONLY] a Certificate issued by a statutory auditor of the Bidder stating turnover, apart from audited annual accounts statements for three years up to 2016-17, P&L statement and notes to accounts (if any) or b [in case of non-profit entities] the annual report of the Bidder indicating receipts and expenditure, of which at least 60 per cent expenditure should have been made towards establishing micro enterprise. c The single entity or lead member of the consortium should have an average annual turnover of at least <b>Rupees Fifty Lakh Only</b> in last three years up to the end of financial year 2016-17.
Fostering micro-enterprise development	[FOR ALL MEMBERS IN THE CONSORTIUM/ SOLE BIDDER] - Work orders from commissioning party; in case self-commissioned (voluntary), resolution from Board of Directors and/or Governing Body so as to take up such work. - Completion report(s) submitted to commissioning party or to Board of Directors/ Governing Body in case of work - Last balance sheet of functional micro, small or medium enterprises fostered (should be from any one of the last three financial years i.e. 2014-2015, 2015-2016 and 2016-17); this should be accompanied by a statement issued by the proprietor/ owner of such enterprise that the applicant(s) have actually supported the development of the enterprise. Note that the above will be evaluated only up to <b>ten such work orders/ commissions</b> ; splitting of one work order into two or more contracts is not permissible and will be disregarded. Also, if two or more consortium members

	<p>have worked on the same assignment, it will be treated as one assignment and not two.</p> <p><b>The total turnover of functional micro-enterprises still operating, with a balance sheet in any of the last three financial years should be equal to or more than Rupee One Crore Only.</b></p>
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## 10.2 Bid Evaluation- Technical and Commercial

Category	What is needed and how it will be evaluated	Marks
Past assignments	<p>For each assignment for which the above records are provided, 2 (two) marks will be accorded.</p> <p>Assignments older than three years will also be considered for marking, so long as (i) the eligibility criteria is met, and (ii) the overall number of assignments/ work orders does not exceed 10. Work orders above 10 will not be considered for evaluation.</p>	<b>20 marks</b>
Resources available with the entity	<p>A statement of facilities such as training facilities, faculty, micro-enterprise development managers etc. shall be provided. It is expected that the entity or the consortium will, <b><u>between its members</u></b>, have the following:</p> <ul style="list-style-type: none"> <li>- <b><i>Three project managers who have prior experience with micro-enterprise development:</i></b> Incumbent to have an experience of having developed at least Rs. 20 crore worth of micro, small and/or medium enterprises in non-farm/ non-rural livelihoods and an experience of at least ten years. [SHORT CV FORMAT TO BE FILLED] (5 marks x 3)</li> <li>- <b><i>Ten faculty/ resource persons/ master trainers who have prior expertise in supporting women's SHGs and/or entrepreneurs:</i></b> Incumbent to have prior experience in having trained at least 300 SHGs (or 3,600 individuals) in non-farm/ non-rural livelihoods and experience of at least ten years. [SHORT CV FORMAT TO BE FILLED] (2 marks x 10)</li> <li>- <b><i>Two fundraisers:</i></b> Incumbent must be conversant with raising operating capital/ CSR for micro-entrepreneurship, and have a fund raising history of at least INR 2 crore per year as debt/ grant/ equity, and a minimum experience of five years. [SHORT CV FORMAT TO BE FILLED] (5 marks x 2)</li> <li>- <b><i>Two professionals with prior experience in supply chain management and downstream marketing linkages:</i></b> Experience in creating market linkages for micro, small or medium enterprise products, who have a history of securing downstream deals of Rupees One crore per annum in the last five years. [SHORT CV FORMAT TO BE FILLED] (5 marks x 2)</li> <li>- <b><i>One expert in scaling up of micro-enterprises including buy-out of equity/ sale of equity to other parties:</i></b> Should have an</li> </ul>	<b>60 marks</b>

Category	What is needed and how it will be evaluated	Marks
	experience of at least five years and having closed deals for equity sell-out and dilution in the MSME sector for at least 5 crore in the last three years. [ <i>SHORT CV FORMAT TO BE FILLED</i> ] (5 marks x 1)	
Understanding of and approach to the problem.	An approach and methodology indicating: <ul style="list-style-type: none"> <li>- Understanding of the scope of work (1 mark)</li> <li>- Intelligence and understanding from the State of Madhya Pradesh (2 marks)</li> <li>- Learning from past projects (2 marks)</li> <li>- What kind of approach should work best for Gwalior and why (2 marks)</li> <li>- Assumptions (3 marks)</li> <li>- Work plan including tasks and who will perform them (5 marks)</li> <li>- Risks and pitfalls and how to mitigate them (5 marks)</li> </ul>	<b>20 marks</b>
	<b>TOTAL</b>	<b>100 marks</b>

The financial bid of only those applicants will be opened who secure at least 70 (seventy) marks or more.

## **11. Appointment of Successful Bidder**

### **11.1 Award Criteria**

GSCDCL will award the Contract to the Successful Bidder by issuing an LOA whose bid has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

### **11.2 Right to accept any Bid and to reject any or all Bids(s)**

GSCDCL reserves the right to accept or reject any bid, and to annul the tendering process/ public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for GSCDCL action.

### **11.3 Notification of Award**

- I. Prior to the expiration of the validity period, GSCDCL will notify the Successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, GSCDCL may like to request the Bidders to extend the validity period of the bid.
- II. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, GSCDCL will notify each unsuccessful Bidder and return their EMD.

### **11.4 Contract Finalization and Award**

GSCDCL shall reserve the right to negotiate with the Bidder whose bid has been ranked best value bid on the basis of Technical and Commercial Evaluation of the proposed Project basis the evaluation criteria. On this basis the draft contract would be finalized for award and execution.

### **11.5 Performance Guarantee**

GSCDCL will require the selected Bidder to provide a Performance Bank Guarantee, within 15 (fifteen) days from the issuance of LOA, for a value equivalent to 10 (ten) % of the total cost of Contract. The Performance Guarantee shall be kept valid till completion of the Project and warranty period/ defect liability period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the Project and warranty period. In case the selected Bidder fails to submit performance



guarantee within the time stipulated, GSCDCL at its discretion may cancel the order placed on the selected Bidder without giving any notice. GSCDCL shall invoke the performance guarantee in case the selected Contractor/ Successful Bidder fails to discharge their contractual obligations during the Period or GSCDCL incurs any loss due to Contractor's negligence in carrying out the Project implementation as per the agreed terms and conditions.

#### **11.6 Signing of Contract**

After GSCDCL notifies the Successful Bidder that its proposal has been accepted, GSCDCL shall enter into a contract within the timelines provided in the LOA, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between GSCDCL and the Successful Bidder.

#### **11.7 Failure to agree with the terms and conditions of the RFP**

- I. Failure of the Successful Bidder to agree with the draft Contract and terms and conditions of the RFP within the timelines provided in the LOA shall constitute sufficient grounds for the annulment of the award, in which event GSCDCL may award the contract to the next best value Bidder or call for new bids from the interested Bidders.

In such a case, the GSCDCL shall forfeit the Earnest Money Deposit of the Successful Bidder and may also invoke the performance bank guarantee of the Successful Bidder.

### **12 Scope of Work ("Services")**

The service provider shall be expected to work on the following tracks of work, which are neither necessarily parallel nor sequential.

#### **Track I: Assess the current market and feasibility for women headed micro-enterprises within the city of Gwalior (sampling and study period of six months)**

Building on the work done under Government sponsored programmes such as the National Urban Livelihoods Mission (NULM), Swarna Jayanti Shehri Rozgar Yojna (SJSRY), Development of Women & Children in Urban Areas (DWCUA) and other civil society sponsored initiatives, this stream will assess the past experiences and lessons learnt in terms of establishing micro, small and medium enterprises run by women. In order to do this, the service provider may conduct a series of investigations, focused group discussions, interactions and interviews with self-help groups and other remnants of these schemes, area level and city level federations (NULM), individual women or groups of women entrepreneurs, and present the data in a structured manner.

This assessment may cover, inter-alia the following aspects:

- Is there a general appetite for women to establish micro, small or medium enterprises within the city of Gwalior? If yes, are group enterprises preferred or are individual enterprises preferred, and why?
- What are the sectors that appear to be most attractive to women entrepreneurs? What sectors pose maximum challenges? Are there sectors where women are interested to work but where there are very harsh challenges (viz. mechanical and electrical works)?
- What has been the typical life cycle of micro-entrepreneurs whose business has run and those whose businesses have not? What are the factors that have contributed to a business's success or failure?
- How have past entrepreneurship fostered under State or civil society sponsored programmes fared?
- What are the key challenges and resource constraints in setting up the same, viz. securing finance from banks or MFIs, regulatory aspects such as space, marketing, law and order, familiar and societal issues etc.?
- Are there relative advantages/ disadvantages between individual/ group based enterprises? Are these advantages/ disadvantages linked to specific sectors or products and/or services? Does the constitution of the enterprise (whether individual/ group) affect productivity and competitiveness?
- What is the market size for products/ services that can be offered by women headed/ managed micro-enterprises? *(For the purposes of this assessment, this step will cover no more than ten products, services or any combination thereof, half of which will be traditional products and services, the other half being new or unconventional products/ services.)*
- What kind of competition can or should be expected? *(especially "segment creep" or propensity of businesses with higher managerial, financial and/or technical capacity to also start competing in the sector?)* Is there a possibility of being able to sell the business to other investors?
- What kind of resource requirements are or are not available to current and/or potential women entrepreneurs, viz. skill training, monetary requirement, marketing support, market linkages etc.
- Any other aspects as may be jointly decided between GSCDCL and the service provider.

These findings will translate into two distinct outputs:

- Baseline study on state of women owned or managed micro-enterprises within the city of Gwalior;
- Framework for creation and support of new micro-enterprises headed or managed by women, both as individual as well as group entrepreneurship;

## **Track II: Designing and developing an entrepreneurship development and support programme for women entrepreneurs**

This will build on the findings of Track I above, creating an incubation programme for a set of twenty micro-enterprises (group, individual or any combination thereof) to be set up within the city of Gwalior, representing some of the most desirable sectors amongst women entrepreneurs. The activities will include:

- Identifying a set of twenty interested entrepreneurs from within lower income segments; preferably from within:
  - Members of defunct self-help groups;
  - Members who are also beneficiaries of other Central/ State sector schemes such as PMKVY, or have previously (unsuccessfully) tried to avail assistance under MUDRA scheme;
  - Active self-help groups which are thus far not engaged in any economic activity (apart from thrift and credit societies)
- Using services from district project officers engaged with DUDA/ NULM (Nagar Nigam Gwalior or GSCDCL shall facilitate this interaction), canvass and secure twenty agreement(s) with individuals or groups (acting as self-help groups) for pursuing the establishment of women-owned or managed micro-enterprises  
*[For the purpose of redundancy, around 25 to 30 groups/ individual contracts should be targeted, so that in the case of 'drop-outs', the remainder of the groups/ individuals shall continue.]*
- Develop and roll out a training calendar along with subjects on (i) general entrepreneurship & management, and (ii) specific skill(s) associated with specific trades, which may include, inter-alia:

<i>Set 1: To be carried out by service provider</i> General entrepreneurship & management	<i>Set 2: To be carried out by EST&amp;P partners</i> Skill(s) specific to certain trades
<ul style="list-style-type: none"> <li>- What is a business; essentials of doing business</li> <li>- Inputs, outputs</li> <li>- Product/ service positioning &amp; marketing</li> <li>- Production &amp; inventory management;</li> <li>- Debt/ credit management; handling creditors and debtors;</li> <li>- Sales and revenue forecasting</li> <li>- Cash and revenue handling</li> <li>- Savings and debt servicing</li> <li>- Reinvesting surpluses</li> <li>- Grouped/ network/ cooperative business/ franchising (co-branding)</li> <li>- Selling the business/ equity dilution/ closure</li> </ul>	<p>[In no particular order]</p> <ul style="list-style-type: none"> <li>- Production elements; machines, materials; usage and actual production of products/ services;</li> <li>- Inputs; processes outputs</li> <li>- Workforce optimization and workload sharing</li> <li>- Up scaling production</li> <li>- Quality controls</li> <li>- Inventory management</li> <li>- Soft skills</li> </ul>

- Developing a model for capital, resources, supply chain management, marketing and management of a select set of businesses which appear to have shown more success or promise than others;
- Helping create documentation to firm up contributions from Government, corporate sector and roles to be played by markets (purchasers, suppliers, intermediaries, exporters) – to this effect, contributions may be sought from Government of India schemes such as MUDRA; National Urban Livelihoods Mission (NULM) in line with scheme stipulations;
- Developing a set of twenty business models – one for each micro-enterprise to be followed across twenty sample micro-enterprises to be established for women;

- Arranging stakeholders' meeting(s) between Government, representatives of supply chain, corporate sector (*CSR arms and/or otherwise*);

**Track III-A: Actual roll-out of a pilot project comprising of fostering at least 20 (twenty) pilot micro-enterprises established and started up by women**

- Provisioning an appropriate space/ working environment for the entrepreneurs (*space will be provisioned by GSCDCL, Nagar Nigam Gwalior or District Collectorate based on equitable terms and compliant with the Town Vendor's Plan as and when notified*)
- Sourcing appropriate funds from the private sector including investors, purchasers, CSR and donor funds etc.
- Raising funds to provision operating capital, sourcing of raw material etc. at mutually convenient rates;
- Augmenting bank/ MFI linkages to ensure proper credit and capital management by entrepreneurs;
- Train the selected entrepreneurs in terms of micro-entrepreneurship, including supply chain management, optimising production, marketing, sales and customer satisfaction as indicated in track II above.

**Track III-B: Leveraging the Employment Skill Training & Placement module of National Urban Livelihoods Mission**

While the service provider shall concentrate on enhancing the entrepreneurship capabilities of women, respective technical skill(s) in the selected sectors shall be imparted by a different set of institutions/ agencies at a pre-set rate per candidate/ trainee, usually not exceeding Rs.12,500/- (Rupees Twelve Thousand Five Hundred only) for a course not exceeding six months in duration. These institutions or agencies may be selected by the service provider in line with the NULM scheme stipulations, and shall necessarily be recognized by the National Council of Vocational Training (NCVT). These agencies or institutions shall, inter-alia:

- Impart skill training in the respective sector(s), including handling of machines (where necessary), customer management, soft skills, billing, collection, sales and marketing as indicated in track II above.
- Support customer relationship etiquette and grooming (for front office based work)
- Packaging, inventory management, quality control
- Order book management
- Such other skills as may be required with respect to specific trade(s) or sector(s) as may be selected.

The agencies or institutions selected will also ensure that the candidates are certified in line with requirements of the NULM scheme. The activities of Track III-B shall be interspersed with those of Track III-A in a manner that a training calendar and learning outcomes as set forth in Track II can be maintained.

#### **Track IV: Support phase**

- Help the twenty odd micro-enterprises commence production through the following steps, where applicable:
  - Preparing the operating space provided by GSCDCL/ Nagar Nigam/ Collectorate to commence business;
  - Procuring inventory (if applicable) and setting up business parameters
  - Setting up CRM (customer relationship management) applications or protocols
  - Setting up of bank and payment/ receipt reconciliation systems
  - Marketing and advertising activities; soliciting marketing channels
  - Commencement of production/ operations
  - Customer grievance redressal
- Arrange for, through appropriate channels, marketing support for products and services for a period of two years, as and how needed.
- Hand holding for a period up to three years since the commencement of the contract, following which the incubation support will be ended, after which the micro-enterprise has to secure its own resources;
- Where a business finds other parties to purchase the assets/ stocks, facilitate the sale through negotiations;

#### **Track V: Lessons learnt phase**

- Documentation of all steps in terms of experience;  
*[The service provider is expected to maintain a separate file for each of the twenty or more micro-enterprises that are established in terms of circumstances under which it began, business plans, progress, obstacles faced, resolutions made and lessons learnt. This exercise will be carried out through the entire course of the exercise since track II up to track IV.]*
- Based on the experience and understanding thereof, creation of a lessons learnt report that highlights, inter-alia:
  - Role that was played by the service provider and whether this should be continued 'as-is' in case this exercise is to be carried on for more micro-enterprise, or whether the scope of work needs to be enhanced;
  - Based on the realized role of the service provider; standard operating model for subsequent cycles, including category of beneficiaries served, nature of businesses or micro-enterprises supported, financial support required; other State support required.
  - Can State support in terms of land/ physical space, collateral for loans etc. be done away with over a period of time?

- Can other value added services, viz scaling up of micro-enterprises to small or medium scale be offered? Can/ should the service provider work as a financial intermediary?
- Working model and standard operating procedure for subsequent cycles, based on the above questions.

*Note: Except for track I, other tracks may not necessarily be linear in progression; tracks III-A and III-B shall have to necessarily be executed simultaneously to comply with the training and development calendar as envisaged in track II.*

### **13 Key Personnel**

1. The evaluation of the resources should be limited to the key personnel, who would work on the Project (part time or full time).
2. The Bidder shall make available all the resources identified as key personnel for the Project. Any non-availability of these resources would be treated as a breach in contract.
3. No Key personnel shall be replaced unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires, without prior approval of GSCDCL in writing. In case the Successful Bidder proposes to replace a key personnel, it shall provide replacement resource that score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document.

#### **13.1 Positions identified for Key Personnel**

The Consultant shall deploy a multidisciplinary Project Team for this assignment, consisting of the following key personnel

- ***Three project managers who have prior experience with micro-enterprise development:*** Incumbent to have an experience of having developed at least Rs. 20 crore worth of micro, small and/or medium enterprises in non-farm/ non-rural livelihoods and an experience of at least ten years.
- ***Ten faculty/ resource persons/ master trainers who have prior expertise in supporting women's SHGs and/or entrepreneurs:*** Incumbent to have prior experience in having trained at least 300 SHGs (or 3,600 individuals) in non-farm/ non-rural livelihoods and experience of at least ten years.
- ***Two fundraisers:*** Incumbent must be conversant with raising operating capital/ CSR for micro-entrepreneurship, and have a fund raising history of at least INR 2 crore per year as debt/ grant/ equity, and a minimum experience of five years.
- ***Two professionals with prior experience in supply chain management and downstream marketing linkages:*** Experience in creating market linkages for micro, small or medium enterprise products, who have a history of securing downstream deals of Rupees One crore per annum in the last five years.

- **One expert in scaling up of micro-enterprises including buy-out of equity/ sale of equity to other parties:** Should have an experience of at least five years and having closed deals for equity sell-out and dilution in the MSME sector for at least 5 crore in the last three years.

Note:-

- i. The selected agency will mandatorily depute the above personnel for the duration of the contract with GSCDCL
- ii. If the authority requires any other sector expert for providing inputs on specific themes based on project requirements, such expert may be appointed by the Successful Applicant after due approval from the authority. The authority for providing such approval shall rest with the Chief Executive Officer of the GSCDCL. The approval shall at least indicate proposed personnel, person-day rate, estimated level of effort, and expected outputs. Such additional payment shall be made separately to the Successful Applicant on pro-rata basis.
- iii. While GSCDCL will be providing seating space to the team; all software and hardware (including laptops, data cards/ router with internet connection, software for creative design, etc.) required for executing the job will be provided by the successful Bidder themselves at its own cost.

### 13.2 Other Conditions

The personnel deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with GSCDCL or its allied Offices.

## 14. Deliverable and Timelines

### Deliverables

For each track of work, the following deliverables will apply:

Portion	Deliverable	Time line	Fees against deliverable as percentage of total contract value
Track I	Inception report – highlighting the overall intent and revised methodology for the assignment after discussions with GSCDCL	One month since commencement	1% (One per cent)
	Baseline study on state of women owned or managed micro-enterprises within the city of Gwalior;	Seven months since commencement	5% (Five per cent)
	Framework for creation and support of new micro-enterprises headed or managed by women, both as individual as well as group entrepreneurship	Eight months since commencement	2% (Two per cent)

Portion	Deliverable	Time line	Fees against deliverable as percentage of total contract value
Track II	20 [twenty] agreements signed with potential women entrepreneurs – individuals and/or self-help groups ( <i>will accrue at 5% of the payment due for this milestone for each agreement</i> )	Ten months since commencement	5% (Five per cent)
	Training and development calendar	Eleven months since commencement	2% (Two per cent)
	Rupees Two Crore worth of loan support secured from participating banks under MUDRA scheme by women entrepreneurs (in-principle approval) ( <i>will accrue at 5% of the payment due for this milestone for every ten lakh</i> )	Fifteen months since commencement	5% (Five per cent)
Track III-A	Twenty entrepreneur groups/ individuals trained to satisfaction in fundamentals of managing small businesses ( <i>will accrue at 5% of the payment due for this milestone for each individual/ SHG trained and certified</i> )	Sixteen months since commencement	10% (Ten per cent)
Track III-B	Twenty entrepreneur groups/ individuals trained in skills such that each entrepreneur has at least one individual certified by an institution/ agency competent to issue certificate of skill capability in line with NCVT benchmarks. ( <i>will accrue at 5% of the payment due for this milestone for each individual/ SHG trained and certified</i> )	Sixteen months since commencement	10% (Ten per cent)
Track IV	Twenty micro-enterprises commence operations (obtain trade license, file their first non-zero return) ( <i>will accrue at 5% of the payment due for this milestone for each individual/ SHG filing their first non-zero trade license return</i> )	Twenty months since commencement	10% (Ten per cent)
	Twenty micro-enterprises commence operations are still functional (have active sales during the week in which such an assessment is carried out) ( <i>will accrue at 5% of the payment due for this milestone for each micro-enterprise found functional</i> )	Twenty-four months since commencement	10% (Ten per cent)
	Twenty micro-enterprises commence operations are still functional (have active sales during the week in which such an assessment is carried out)	Twenty-eight months since commencement	10% (Ten per cent)



Portion	Deliverable	Time line	Fees against deliverable as percentage of total contract value
	<i>(will accrue at 5% of the payment due for this milestone for each micro-enterprise found functional)</i>		
	Twenty micro-enterprises commence operations are still functional (have active sales during the week in which such an assessment is carried out) <i>(will accrue at 5% of the payment due for this milestone for each micro-enterprise found functional)</i>	Thirty-two months since commencement	10% (Ten per cent)
Track V	Draft report containing lessons learnt and directions for repeating the exercise for a new batch of micro-enterprises. File pertaining to each micro-enterprise to be handed over.	Thirty-five months since commencement	10% (Ten per cent)
	Final report containing lessons learnt and directions for repeating the exercise for a new batch of micro-enterprises	Thirty-six months since commencement	10% (Ten per cent)
	TOTAL		100% (One Hundred per cent)

### Payment terms

- a. Applicable taxes would be paid at the prevalent rates.
- b. Selected agency will submit only 1 invoice per month, which will include the monthly payment due as well as the deliverable based payment which is due, by the 5<sup>th</sup> of the subsequent month (i.e. invoice for month of September should be submitted by 5<sup>th</sup>October). All invoices must be accompanied by a duly approved monthly report (as per Appendix V).

### 15. Prohibited Practices

- a. The Bidder and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection process. Notwithstanding anything to the contrary contained in this RFP, GSCDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection process. In such an event, GSCDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to GSCDCL for, inter alia, time, cost and effort of GSCDCL, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

- b. Without prejudice to the rights of GSCDCL under Clause a. above and the rights and remedies which GSCDCL may have under the LOA or the Agreement, if a Bidder or Contractor, as the case may be, is found by GSCDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by GSCDCL during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by GSCDCL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GSCDCL who is or has been associated in any manner, directly or indirectly with the Selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GSCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection process); or save as provided herein, engaging in any manner whatsoever, whether during the Selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of GSCDCL in relation to any matter concerning the Project;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection process;
  - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection process;
  - iv. “undesirable practice” means
    - a. establishing contact with any person connected with or employed or engaged by GSCDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection process; or
    - b. having a Conflict of Interest.

- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement amongst the Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

## **16. Conflict of Interest**

- a. A Bidder shall not have a conflict of interest that may affect the Selection process or the execution of Services (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the GSCDCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to GSCDCL for, *inter alia*, the time, cost and effort of GSCDCL including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to GSCDCL hereunder or otherwise.
- b. GSCDCL requires that the Contractor shall at all times hold GSCDCL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GSCDCL.
- c. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection process, if:
  - i. the Bidder, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest
  - ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Bidder; or
- d. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the selected Bidder will depend on the circumstances of each case.
- e. An Bidder eventually appointed to implement the Project (Contractor), its Associates, affiliates and the Financial Expert, shall be disqualified from providing goods or works or services related to same Project.

## **17. Correction of Errors**

“Financial Bids” determined to be substantially responsive will be checked by GSCDCL for any arithmetical errors. Errors will be corrected by GSCDCL as follows:

- a) where there is a discrepancy between the rates in figures and in word, the rate in words will govern; and
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the “Financial Bid” will be corrected by GSCDCL in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the ‘bid price’;
- b) If the bid price decrease as a result of the corrections, the decreased amount will be treated as the ‘bid price’. Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with this document.

## ANNEXURES:

### Annexure 1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of RFP Fee and EMD submitted			Transaction Number: Date: EMD Mode: Reference No:
2.	Pre-Technical Bid Cover Letter As per format provided at Annexure 9			Reference No: Date of Letter:
3.	Bidders' Particulars  As per format provided at Annexure 2			Name of Bidder(s):
4.	Power of Attorney in favour of Authorized signatory  As per format provided at Annexure 6A/ 6B			Date of PoA: Name of Authorize Person:
5.	Copy of Certificate of Incorporation/ Registration of the Bidder			Corporate Identity Number: Date of Incorporation:
6.	In case of for-profit entities: certificate from the Statutory Auditor / Chartered Accountant			Year-wise details of turnover: Average Turnover:
7.	In case of not-for-profit entities: The annual report of the Bidder indicating the receipts and expenditure.			
8.	Documents pertaining to fostering micro-enterprise development			
9.	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 by each			Reference No: Date of Letter:

S No.	List of Documents	File Name	Submitted (Y / N)	Description
	of the Bidder as per format provided in Annexure 12.			
	As per format provided at Annexure _____			

#### **Annexure 2 - 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/ Registration number and Year of Incorporation/ Registration	
4.	Website address	
5.	Legal status of the Bidder (Public Ltd./ Pvt. Ltd./ LLP/ society etc.)	
6.	GST No.	
7.	Permanent Account Number (PAN)	
8.	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 3. – Guidelines for Technical Proposal**

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

## **Annexure - 4**

### **BID SECURITY (BANK GUARANTEE)**

To,  
The Executive Director,  
Gwalior Smart City Development Corporation Limited (GSCDCL)  
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted its Proposal dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the RFP”)

KNOW ALL PERSONS by these present that WE [insert: name of bank] of [insert: address of bank ] (hereinafter called “the Bank”) are bound to Gwalior Smart City Development Corporation Limited (hereinafter called “GSCDCL”) for the sum of: [ insert: amount ], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Seal of the said Bank this [insert: number] day of [insert: month], [insert: year].  
THE CONDITIONS of this obligation are the following:

1. If, after the RFP submission deadline, the Bidder:

- (a) withdraws its Proposal during the period of Proposal validity or
- (b) does not accept corrections of arithmetic errors made by GSCDCL in accordance with the Instructions to Bidder; or
- (c) If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any; or
- (d) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- (e) During the bid process, if any information is found to be wrong/ manipulated/ hidden in the bid.

2. If the Bidder, having been notified of the acceptance of its Proposal by GSCDCL during the period of Proposal validity

- (a) fails or refuses to sign the Contract when required; or



(b) fails or refuses to issue the performance security in accordance with the Instructions to Bidder.

We undertake to pay to GSCDCL up to the above amount upon receipt of its first written demand, without GSCDCL having to substantiate its demand, provided that in its demand GSCDCL will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including insert: \_\_\_\_\_[the date that is 60 days after the period of Proposal validity], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed:

Date:

in the capacity of: [insert: title or other appropriate designation]

Seal 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.

**Annexure – 5:**

**PERFORMANCE BANK GUARANTEE/ SECURITY**

To

The Executive Director,

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

For Contract Performance Bank Guarantee

**Ref:** < --- >

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

WHEREAS M/s. (name of Bidder), \_\_\_\_\_, having its registered and corporate 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 “\_\_\_\_\_”, 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 \_\_\_\_\_ of the Total Contract Value, 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 \_\_\_\_% of the Total Contract Value i.e.,.....<in words> 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 180 (One Hundred and Eighty) days 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 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 \_\_% of the Contract Value, 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 \_\_\_\_% of the Total Contract Value. 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 (One Hundred and Eighty) 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 at 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,

(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.

**Annexure 6 A-**

**POWER OF ATTORNEY**

*(On a non-judicial stamp paper of appropriate value duly attested by notary public)*

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ R/o \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for \_\_\_\_\_ (the "Project"), including signing and submission of all documents and providing information/ responses to Gwalior Smart City Development Corporation Limited and representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Applicant.
2. The mode of execution of 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.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

## **Annexure 6 B-**

### **POWER OF ATTORNEY FOR LEAD MEMBER BY THE CONSORTIUM MEMBER**

*(On Non- Judicial Stamp paper of appropriate value to be purchased in the name of Consortium)*

Know All Men By These Presents That We, the Members whose details are given hereunder..... have formed a Consortium and having our Registered Office(s)/ Head Office(s) at ..... (hereinafter called the ‘Consortium’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called “Lead Member”) to exercise all or any of the powers for and on behalf of the CONSORTIUM to participate in bid for \_\_\_\_\_, as per the Scope of Work stipulated therein for which bids have been invited by the Gwalior Smart City Development Corporation Limited (GSCDCL), to undertake the following acts:

- (i) To submit proposal, participate and correspond in respect of the aforesaid Bid – Specification of the GSCDCL on behalf of the “Consortium”.
- (ii) To negotiate with GSCDCL the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the contract with the GSCDCL for and on behalf of the “CONSORTIUM”.
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the “Consortium”.
- (v) To submit the Performance Bank Guarantee in the prescribed format and as per terms of the Contract.

It is clearly understood that the Lead Member shall ensure performance of the Contract and if one or both the members fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

It is expressly understood that this power of Attorney shall remain valid, binding and irrevocable till completion of the Contract period i.e., \_\_\_\_\_ from the date of execution of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the GSCDCL and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium members as if done by itself.

In Witness Thereof, the members constituting the Consortium as aforesaid have executed these present on this ..... day of .....Two Thousand Seventeen.

for and on behalf of the member of the Consortium

1. ....

Accept

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

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



## Annexure 7- Undertaking

{Location, Date}

To:

The Executive Director,  
Gwalior Smart City Development Corporation Limited (GSCDCL)  
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

**Reference:** GSCDCL RFP No. \_\_\_\_\_ dated \_\_\_\_\_ (“RFP”)

Dear Sir/ Madam,

Over and above all our earlier confirmations and submissions as per the requirements of the RFP, I/ we hereby declare, confirm and undertake that:

1. I/ We have quoted for all items as requested by GSCDCL in the RFP and stand committed to deliver to the highest standards and quality as required by GSCDCL to meet the timelines of the Project. My/ Our bid submission is in line with the requirements of GSCDCL as stated in the RFP.
2. I/ We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
3. I/ We are completely aware of the service level requirements and timelines specified by GSCDCL and are committed to adhering to the same. I/ We have also clearly taken note of the service level requirements of GSCDCL and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
4. I/We have gone through the bid documents and its terms and conditions and fully understood it. All the terms and conditions are acceptable to me / us.
5. I/ We have clearly understood GSCDCL’s requirements and wish to confirm that I/ we shall abide by the terms and conditions of the RFP.
6. I/ We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to GSCDCL’s discretion. I/ We also confirm and understand that for all other errors which we have made in the bid, GSCDCL, for the purpose of evaluation will take the corrected amount based on the price quoted by me/ us in the price sheets but the payment of such amounts would be completely according to GSCDCL’s discretion.
7. I/ We confirm that I/ we will provide the best of my/ our resources and the people proposed by me/ us will be dedicated to GSCDCL for the sake of resource continuity. Further, I/ We also confirm that GSCDCL may interview the key resources proposed by me/ us and confirm its acceptability. In any event if a resource is found unfit by GSCDCL I/ we agree to change the same and provide GSCDCL with a replacement within reasonable time so as to not affect the services/ Project timelines.
8. I/ We confirm and understand that GSCDCL has an aggressive rollout schedule and I/ we will adhere to the rollout schedule at no additional cost/burden to GSCDCL.

9. I/ We confirm that all the proposed solution components are compatible and inter-operable with each other and the solution will meet the functional and technical requirements of GSCDCL.
10. I/ We confirm that the prices and values quoted by me/ us encompass the complete scope of the Project and I/ we will ensure that the quality of deliverables for the Project is not affected due to any pricing pressures.
11. There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against me/ us. It is further certified that there is no investigation pending against me/us or the CEO, Directors/ Manager/ key employees of my/ our concern.
12. That the decision of GSCDCL will be final and undisputable in accepting a rejection my / our offer.
13. That the self-certified information given in the bid document is fully true and authentic.
14. That:
  - a) Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
  - b) Information regarding financial qualification and annual turn-over is correct.
  - c) Information regarding various physical qualifications is correct.
15. No close relative of the undersigned and our firm/company is working in the department.

Dated this.....by .....20

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This undertaking cum declaration should be provided on the non-judicial stamp paper of appropriate amount and duly notarized)

## **Annexure 8- Consortium Agreement**

### **Draft Agreement Executed by the Members of the Consortium**

*[On Non-judicial stamp paper duly attested by notary public]*

This agreement (Agreement) entered into this day of [Date] [Month] 201\_\_ at [Place] among \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], as Party of the Second Part and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_").

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Gwalior Smart City Development Corporation Limited (GSCDCL), has issued a Request for Proposal dated [Date] (RFP) for \_\_\_\_\_ (“hereinafter referred to as the “Project”)

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to each of the Parties' rights and obligations towards each other and their working relationship.

BASIS THE MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to bid for the “\_\_\_\_\_” as a Consortium.
  - b. Sign Contract in case of award.
  - c. Provide and perform the supplies and services which would be ordered by GSCDCL pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards GSCDCL for “\_\_\_\_\_” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards GSCDCL for the performance of the services in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

- a. To ensure the technical, commercial and administrative co-ordination of the work package
- b. To lead the contract negotiations of the work package with GSCDCL.
- c. The lead member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between GSCDCL and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party as per each member's field of expertise at each stage of the bidding shall be as below:  
 Party A: \_\_\_\_\_  
 Party B: \_\_\_\_\_  
 Party C: \_\_\_\_\_
- vii. That the proposed administrative arrangements (organization chart) for the management and execution of the Project shall be as follows:
- viii. That the profit and loss sharing ratio shall be \_\_\_\_\_
- ix. That the Parties agree that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract;
- x. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- xi. That this Agreement shall be governed in accordance with the laws of India and courts in \_\_\_\_\_ shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Agreement duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part)

Witness:

i. \_\_\_\_\_ ii. \_\_\_\_\_

## **Annexure 9: Pre-Technical Bid Cover Letter**

(To be submitted on the Letterhead of the bidder/ lead partner in case of consortium)

Date: dd/mm/yyyy

**To**

**Executive Director**

**Gwalior Smart City Development Corporation Limited (GSCDCL)**

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

**Subject:** Bid for \_\_\_\_\_

**RFP Reference No: XX**

Dear Sir,

With reference to your **RFP “Establishing the Gwalior Smart City Women entrepreneurship Development Cell (Incubation Hub for Start-Up)”**, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that GSCDCL 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](http://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 days from the date of opening of pre-qualification bid prescribed by **GSCDCL** 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:

- i. To supply the products and commence services as stipulated in the RFP document
  - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
  - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and Hand holding 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 your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that GSCDCL may cancel the bidding process at any time and that **GSCDCL** 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 the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact \_\_\_\_\_ email at \_\_\_\_\_

Thanking you,

Yours sincerely,

Date:

(Signature)

(Name)

(In the capacity of )

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

## **Annexure 10 - Technical Bid Cover Letter**

(To be submitted on the Letterhead of the bidder/ lead partner in case of consortium)

Date: dd/mm/yyyy

To

**Executive Director**

**Gwalior Smart City Development Corporation Limited (GSCDCL)**

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

**Sub.:** Request for Proposal for " \_\_\_\_\_ ”

RFP Reference No: XX

Dear Sir/ Ma'am,

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 **“Establishing the Gwalior Smart City Women Entrepreneurship Development Cell (Incubation Hub for Start-Up)”**,” (hereinafter referred to as “Project”).

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 **“Establishing the Gwalior Smart City Women Entrepreneurship Development Cell (Incubation Hub for Start-Up)”**, 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 in India, for a sum of equivalent to \_\_\_\_% of the contract value 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 180 (one hundred and eighty) days from the 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 tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and 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 tender response.

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

Date:

(Signature)

(Name)

(In the capacity of )

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:



## **Annexure 11**

### **Format of Curriculum Vitae (CV) for Proposed Professional Staff**

Proposed Position: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Bidder: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies/ institutes: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

#### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

#### **Education:**

*[Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

#### **Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

Date: \_\_\_\_\_

*[Signature of staff member and authorized representative of the Bidder] Day/Month/Year*

Full name of staff member: \_\_\_\_\_

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

## **Annexure 12- 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 Limited (GSCDCL)

Nagar Nigam, City Center,

Gwalior - 474003

Madhya Pradesh

**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: XX**

Dear Sir/ Ma'am,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the \_\_\_\_\_ ("Bidder") is not debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking 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 factual information/ declaration, GSCDCL reserves the right to reject the bid or terminate the Contract without any compensation to the Bidder (or its consortium partners, if any).

Thanking you,

Yours faithfully,

---

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address: