



## Ujjain Smart City Limited



### Request for Proposal

“Selection of Agencies for conducting Information, Education and Communication & Public relation activities for creating awareness for Ujjain under CITIIS 2.0”

---

**Ujjain Smart City Limited**  
**Mela Office, Kothi Road,**  
**Ujjain, Madhya Pradesh – 456010**

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIIS 2.0**



**Ujjain Smart City Limited**

Mela Office, Kothi Road,

Ujjain, Madhya Pradesh – 456010

E-mail: [ujjainsmartcity@mpurban.gov.in](mailto:ujjainsmartcity@mpurban.gov.in)

Website: <https://ujjainsmartcity.com/en/about-uscl/>

**NIT No. USCL/389 Tender ID: 2025\_UAD\_438383\_1 Ujjain Date: 18/07/2025**

Ujjain Smart City Limited (USCL) invites online bids from eligible bidders for “***Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIIS 2.0***” as per details given below:

S.No.	Particulars	Details
1	Name of Work and Site	<b>“Selection of Agencies for conducting Information, Education and Communication &amp; Public Relation activities for creating awareness for Ujjain under CITIIS 2.0.”</b>
2	Cost of Tender Document / Bid submission Fee	<b>Rs. 15,000/-</b>
3	Earnest Money Deposit (EMD) / Bid Security	<b>Rs.5,00,000/-</b>
4	Probable amount of contract	<b>Rs. 5,00,00,000/- (excluding applicable GST)</b>
5	Purchase of Tender Date	18/07/2025
6	Pre-bid Meeting	28/07/2025 15:00 Hrs
7	Purchase of Tender End Date	11/08/2025 upto 17:00 hrs
8	Financial and Technical Bid Submission End Date (Online)	11/08/2025 upto 17:00 hrs
9	Technical Bid Submission End Date (Physical Only)	Not Applicable
10	Technical Bid opening	12/08/2025 after 17:00 hrs
11	Financial Bid opening	will be informed later
12	Signing of Agreement	Within 14 days of LOA
<i>Note: In case of any mismatch in key dates, key dates showing on e-portal shall be final. For more details, please refer to e-procurement website: <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>. Corrigendum or amendments, if any, shall be uploaded on this website only.</i>		

**UJJAIN SMART CITY LIMITED (USCL)**

**MADHYA PRADESH**

**TENDER DOCUMENT**

Office of the:		Ujjain Smart City Limited
NIT Number and Date:		USCL/389
Date of NIT:		18/07/2025
Agreement Number and Date:		
Name of Work :		Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIS 2.0
Name of the Contractor:		
Probable Amount of Contract	In fig	5,00,00,000/-
	In words	Rupees Five Crore Only
Contract Amount	In fig	As per the financial bid
	In words	
Period of work:		48 Months

## Contents

SECTION 1 .....	6
Notice Inviting e-Tenders .....	6
SECTION 2 .....	6
1. INTRODUCTION .....	7
1.1 Background .....	7
1.2. About Ujjain City .....	7
1.3. The Project: Appointment of Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIIS 2.0 .....	7
1.4. Context of the Bidding Process .....	13
1.5. Details of the Bidding Process .....	14
1.6. Schedule of Bidding Process .....	16
1.7 Hard Copy (Physical Bid Submission) .....	16
1.8 Payments .....	16
2. INSTRUCTIONS TO BIDDERS .....	17
A. GENERAL .....	17
2.1 General terms of Bidding .....	17
2.2. Cost of Bidding .....	20
2.3. Understanding the Scope of Project .....	21
2.4. Verification and Disqualification .....	22
2.5. Clarifications .....	23
2.6. Amendment of RFP .....	24
2.7. Format and Signing of Bid .....	24
2.8. Submission of Bid through e-tendering system .....	24
2.9. Bid Due Date .....	25
2.10. Late Bids .....	25
2.11. Contents of the Bid .....	25
2.12. Modification/ substitute/ withdrawal of Bids .....	25
2.13. Rejection of Bids .....	26
2.14. Validity of Bids .....	26
2.15. Confidentiality .....	26
2.16. Correspondence with the Bidder .....	26
B. BID SECURITY .....	26
3. EVALUATION OF BIDS .....	28
3.1. Opening and Evaluation of Bids .....	28
3.2. Tests of responsiveness .....	28

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

3.3. Selection of Bidder .....	29
i. Evaluation of Financial Capacity .....	30
ii. Evaluation of Technical Capacity .....	31
1. FRAUD AND CORRUPT PRACTICES .....	34
2. PRE-BID CONFERENCE .....	35
3. MISCELLANEOUS .....	35
APPENDIX I- ANNEX – I .....	36
APPENDIX I- ANNEX-II .....	40
APPENDIX I- ANNEX-III .....	42
APPENDIX I- ANNEX-IV .....	44
APPENDIX – II .....	45
APPENDIX – III .....	46
APPENDIX IV .....	48
APPENDIX V- Annex-I .....	49
APPENDIX V Annex II .....	50
APPENDIX VI .....	52
APPENDIX VII .....	53

**SECTION I**  
**Notice Inviting e-Tenders**

**Ujjain Smart City Limited**  
**Request for Proposal for Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIIS 2.0**  
**RFP NO.**

**Ujjain smart City Limited (USCL) invites bid from prospective bidders for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIIS 2.0**

Online Tender No	Name of Work	Probable Amount of Contract (In Rs.)	Earnest Money (In Rupees)	Cost of Bid Document (In Rupees)	Period of work
Tender No.	Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIIS 2.0	5,00,00,000/-	5,00,000/-	15,000/-	48 Months

For any further information / clarifications, please visit [www.mptenders.gov.in](http://www.mptenders.gov.in)

S. No.	Events	Details
1	Sale/Download of RFP	18.07.2025 till Bid Due Date
2	Prebid for prospective bidders	28.07.2025 at 3:00 PM
2	Last date of bid purchasing	11.08.2025 till 5:00 PM
3	Last date of Submission of the Bid i.e. Bid Due Date	11.08.2025 till 5:00PM
4	Opening of Bids – Technical Proposal (Online Only)	12.08.2025 5:00 PM
5	Opening of Financial Proposal – (Online Only)	will be informed later
76	Signing of Agreement	Within 14 days of LOA

All communications including the submission of Proposal should be addressed to:  
Chief Executive Officer,  
Ujjain Smart City Limited  
Mela Office, Kothi Road, Ujjain,  
Pin 456010, Madhya Pradesh, India  
Email: [ujjainsmartcity@mpurban.gov.in](mailto:ujjainsmartcity@mpurban.gov.in)

## SECTION 2

### 1. INTRODUCTION

#### 1.1 Background

- 1.1.1. Ujjain Smart City Limited, Ujjain (hereinafter collectively referred to as “USCL” “Authority”) intends to appoint an Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIIS 2.0 (collectively referred to as the “Project”). The specific objective of this project is to create awareness leading to eradication of open defecation, involvement of local community (Clean Home, Clean Spaces, Clean Neighbourhood, Clean Toilets & Segregation of waste), ensure motivation and skill up gradation of Slum dwellers, Capacity Building of Sanitary Staff of ULB and Waste Pickers) and to sensitize the people to change their behaviour for better environment for various services.
- 1.1.2. USCL intends to appoint an Agencies for conducting Information, Education and Communication & Public Relation activities under CITIIS 2.0, for the various activities/services as mentioned in the RFP. In that context the Authority has decided to carry out the process for selection of Agencies for the period of 48 (Forty-eight) months.

#### 1.2. About Ujjain City

- 1.2.1. At present the area of Ujjain Smart City Limited is 92.68 square kilometres consisting of 54 nos. of wards and 6 nos. of administrative zones. USCL has a population of 5,15,215 (2011) and slum population of 1,65,510. The present forecasted population of Ujjain is 650835 & Floating population is 195460. Ujjain has total 130167 household properties. Ujjain Has 2 nos. Bus Stands, 2 nos. Railway Stations, 154 nos. Schools, 37 nos. colleges, 43 nos. Religious Places, 9 nos. Vegetable Markets, 9 nos. Water bodies and 169 Slum areas.

#### 1.3. The Project: Appointment of Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIIS 2.0

- 1.3.1. The Agencies shall conduct IEC activities as per the schedule provided by USCL and bear all cost of activities conducted during the Contract Period. The Bidder will be selected on the QCBS basis (**bidding parameter**) for providing the said service to USCL for 48 months (duration may be extended on the basis of satisfactory performance of Agencies) (“**Contract period**”).
- 1.3.2. The Agencies shall be appointed initially for a period of 48 months from the date of issuance of Work Order. However, the Authority may, by giving written notice to the Agencies and extend the Contract for a further period up to the date set out in the Form of Contract on the basis of satisfactory evaluation of performance and on the same terms and conditions set out in this RFP and Agreement.

#### 1.3.3. Technical Qualification Criteria

**The bidder must be a registered company/firm/NGO at least 5 year old. Joint venture is allowed but JV members must have relevant work expertise as asked in the RFP. Irrelevant work expertise will leads to disqualification.**

**The bidder must have experience of conducting awareness campaign in field of solid Waste Management/Sanitation for at least 3 Similar Projects in Urban Local Body/State Government and work experience of working with ULB/State Government for managing Municipal Solid**

**Waste/Sanitation and having average turnover of Rs. 250 Lakhs in Last 3 years. The bidder must have a positive net worth.**

The non-compliance of the minimum acceptable criteria shall make the bid as non-substantive. Whenever possible, these criteria will be evaluated on a pass-fail basis. The Contract Period will be for 48 months.

Sr. No	Technical Qualification Criteria	Documentary Evidence
1.	Company or bidder should have valid GST registration number.	Company or bidder should have valid documentary proof of GST registration number with all pages.
2.	Bidder should have valid Income Tax returns for the last three assessment years (i.e. 2022-23, 2023-24, 2024-25) and PAN Card	Documentary proof of Income Tax returns for the last three assessment years. Copy of PAN card, IT Return with Audit report.
3.	Organization should have Registration at Darpan Portal	Documentary proof of evidence i.e. Registration certificate
4.	Bidder should have a prior experience in the field of Information, Education and Communication and Public relation activities in Solid Waste Management/Sanitation.	Proof of the Work Orders / Client Letters (from appropriate authority), Agreement & Completion certificate.
5.	The bidder shall have sufficient manpower/staff to organize various Information, Education and Communication & Public Relation Activities for SWM/Sanitation.	Company Letter with details of staff. (Name, Contact No. & etc.) with Education Qualification and Work Experience.
6.	Bidder should have tie-ups with reputed Electronic/Print media groups to do Information, Education and Communication & Public Relation activities. The Tie-up groups should have a very good subscriber base.	Documentary proof of such tie-ups (JV should be with 1 agency only)
7.	Organization should have worked in any part (State/UT) of India for SWM/Sanitation.	Documentary proof of evidence i.e. completion certificate.

#### **1.3.4 Scope of Work:**

**The Scope of work broadly includes the following:**

- Organize the safai-mitra training of UMC and train them for providing professional services in field of Solid Waste Management/Sanitation.
- Provide safai-mitra training of UMC and other capacity development to guarantee efficient, quality and timely waste management/sanitation services including door-to-door collection of waste.
- Mobilize resident communities of Ujjain and bring awareness to segregate the waste and not to throw or dump waste in back-lanes and open plots.
- Execute Awareness and information campaigns, organize on SBM thematic drives, meetings etc. as instructed by USCL/UMC officials.



**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

- Training of field staff of USCL/UMC in Municipal Solid Waste Management, Sanitation and door to door collection, route rationalizing of vehicles and it's planning and get it approved from USCL/UMC officials and consultant.
- Awareness and training for Segregation of waste at source to the citizens and staff of USCL/UMC, organize meeting in consultation with ward Corporator's/Parshad's and RWAs/BWGs on weekly basis.
- Promote Primary collection, secondary collection of waste and cleaning of entire ward area i.e. door to door collection in assign wards, collection and removal of roadside waste dumps, collection and cleaning of waste bins, cleaning of drains and nalis and cleaning of entire ward area GVPs/Blackspots and back-lanes.
- Identification of open defecation points in the wards, creating awareness involving RWAs/BWGs, local residents, female groups, children and helping USCL/UMC to make the wards ODF, identification of locations for constructing new community /public toilets, suggest up-gradation if required in existing community/public toilets. Filling up details for the present condition of household toilets/IHHLs constructed under SBM in the wards. Feedback from households on SWM, at least 100 households per week and feedback report will be submitted at USCL/UMC office on weekly basis.
- Identification & selection of SBM Brand Ambassadors in consultation with USCL/UMC officials.
- Daily Report to USCL/UMC officials and weekly progress report to USCL/UMC.
- Provide awareness and capacity/skill building program for Waste Pickers.

**Agencies will organize following activity during the period of contract in consultation with USCL/UMC officials.**

S. NO.	ACTIVITY	SUB ACTIVITY
1	Meeting with all stakeholder of Solid Waste Management/Sanitation activities	Meeting with Local Corporators/Parshads and citizens to organize SWM/Sanitation campaign
		Meeting with Social and Youth Groups and organize SWM/ Sanitation campaign
		Meeting with School and colleges and organize SWM/ Sanitation campaign
		Meeting with Market Associations and organize SWM/ Sanitation campaign
		Meeting with Municipal staff and organize SWM/ Sanitation campaign
		Share and promote waste management/ Sanitation video/best practices
		Organize rally with RWAs/BWGs on monthly basis

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

		Meeting with women's group and self-help groups
		Promotion of Decentralized waste treatment and promotion of 3R concept in allocated wards
		HH/Shops and Public awareness for Use of two/three dustbin for segregation of Municipal Solid Waste and promotion of 3R concept
		Pamphlet distribution at HHs level and performing street play. Organize Thematic Drive of SBM as per DO letter Instructions/calendar activities of GoI and GoMP.
		Monitoring of Decentralized waste treatment facilities of bulk waste generators (BWGs), RWAs, Chowpaties and City Gardens.
		Training Schools & Colleges, Swachhata Committees members for promoting 3R concepts. Organizing Essay Competition, Painting Competition and other Activities as instructed by UMC/USCL.
		Helping UMC in various activities of Swachh Survekshan, ODF++, Water Plus and Star Rating.
2	Door to Door Waste Collection	Any other works as directed by Commissioner, Ujjain Municipal Corporation or ED/CEO Ujjain Smart City Limited.
		HHs/Shops and Public awareness for Uses of two/three dustbin for segregation of Municipal Solid Waste.
		HHs /shops and other common places information Collection
		HHs Awareness for Waste Segregation & Sanitation
		Promote Door to Door Waste Collection with segregation
		Training of Sanitary worker for Door-to-Door waste collection
		Feedback and Suggestion from Stakeholder
3	Street Cleaning	Progress Report Preparation and sharing with USCL/UMC on weekly basis
		Information of Municipal waste collection of all Roads/Markets areas
		Study of Present system & Challenges
		Design route map for proper cleaning in consultation with USCL/UMC
		Training of Safai Mitra for street cleaning/beat management and litter picking. Help in Assigning responsibility to Safai Mitra with time scheduling.
4	Drain Nali & Ghats Cleaning	Promote Safai Mitra for street cleaning on daily basis.
		Information collection of all Nalis and Drain in UMC/USCL Limit
		Study Challenges of Present system
		Design route map/beats for proper cleaning of drains
		Identify connecting wastewater drains and nalas to shipra river

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIIS 2.0**

		Training of Safai Mitra for Nali/Drain and Ghats cleaning	
		Assign responsibility to Safai Mitra	
		Start Drain/Ghats Cleaning in daily basis	
		Proper collection of solid waste from ghats and nali/drain. Assign responsibility to Safai Mitra according to their beats.	
		Take 10 person sign daily from HH in each row / lane of every ward	
5	Preparation of Progress report and submission to UMC/USCL	Preparation of Qualitative report for each ward on daily & monthly basis and its submission to USCL/UMC	
		Preparation of Quantitative report for each ward on daily & monthly basis and its submission to USCL/UMC	
		Preparation of Budget Utilization report for each ward on monthly basis and its submission to USCL/UMC	
		Preparation of data report for every solid waste management & Sanitation activities for SBM/CITIIS 2.0 related works as per instruction of authorities.	
6	Making Wards Open Defecation Free	<ul style="list-style-type: none"> <li>• Creating awareness involving RWA, local residents, female groups, children and helping UMC &amp; USCL areas to keep the wards ODF</li> <li>• Monitoring of community &amp; public toilets usage and present status of IHHL (Individual House-hold Latrine)</li> <li>• Monitoring of designated area so that no one in the area defecates in open (Specially areas near Ghats).</li> </ul>	
7	Mid-Media Activities, IEC/BCC in Schools & Other Media	Nukkad natak	360 nukad natak per year
		Geet-sangeet mandali	200 geet-sangeet programmes per year
		Shiksha Choupal	500 choupals per year
		Doctor aapkedwar (Doctor at your doorstep)	1000 households per month
		Prabahat pheri	200 prabahat pheris per year
		Puppet Show	250 shows per year
		Rally	200 rallies in a year
		Human chain	City Level, 24 times in a year
		Spot painting competition	4 times in a year in all zones
		Spot painting competition also special focus should be given to slum areas.	100 competitions in a year
		Essay / slogan writing competition	250 competitions in a year
		Awareness campaign in Schools	100 schools every month
		Rally by school students	250 rallies in a year
8.	Social Media	The agency shall do day to day manage and maintain the social media mediums of UMC and Ujjain smart city limited for Swachh Bharat Mission, Smart city mission & CIITIS 2.0	

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIIS 2.0**

		Manage day-to-day activities of UMC and USCL on facebook, Instagram, X and on different social media platforms and official websites and APP of USCL & UMC.
		Conducting citizen's engagements/polls on various social media platform and official websites & APP of USCL & UMC.
		On events such as Kartik Mela, Kartik Snan, Magh Snan, Sanchariya Amavasya, Somwantiya Amavasya, Makar Sakranti, Nagpanchmi, Panchkoshi Yatra & God Mahakaleshwar Shahi Sawaris of Sawan & Bhado and on important festive dates & events agency shall arrange representatives with Swachhta banners with messages in lined with Swachh Bharat Mission, CITIIS 2.0 & Smart City Mission. The agency shall prepare a theme and get it approved from the authorities. All the arrangements such as volunteers / attendants shall be done by agency and responsible for supply of all materials including printing, designing, complete as per instruction of UMC/ USCL authorities.
9.	IEC/BCC in smart city area and all pan city initiatives	IEC activity to be performed in UMC/USCL/UDA area.

**Electronic Media Activities**

S. No.	Activities		Minimum requirements	Tentative nos. of activity
1.	Mass Media	TV spots	6 pm to 10 pm 30 second advertisement on Citi cable/ local TV news channel	100 spots
		FM Radio program focusing on Swachatta in Ujjain	10 minutes per program	100 programs
		Theater advertisement	30 second advertisement	150 advertisements
		Audio Jingles	By famous singer	2 nos
		View on Ujjain Swachhata by celebrity visiting Ujjain	5 minutes per activity	Whenever any celebrity visits Ujjain
		Newspaper (Ads and features success stories)	1/8 vertical 3.75" x 4" 1/6 horizontal 5.75" x 4"	80 advertisement
2.	Documentary film and short film	Important topic to sensitize people	1no. of 10 minutes, 1no. of 5 minutes and 2 nos. of 1 minutes	4 documentaries/short film
3.	Designing	Designing creative material for printing and sharing it on social media and animation idols with message and animated ads for LED Boards/Large LED Boards/Screens	For the size of e-rickshaw, hoarding, standees, poster, LED Boards, Large LED Boards/Screens and etc.	300 designs

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIIS 2.0**

- **The work is targeted and performance-based contract.**

**Minimum Manpower Required:** The agency will have to provide following minimum man-power under this contract:

- 1 no. Team leader
- 06 nos. Supervisors
- 81 nos. of Volunteer for 54 ward

**\*Attendance of all the staff has to be done on biometric attendance system.**

- Minimum Qualification for Team leader : Post-graduate- MSW/ Social Science with 15 years' experience
- Minimum Qualification for Supervisor : Graduate- BSW/ Social Science and MBA with 7 years' experience
- Minimum Qualification for Volunteer: Graduate in any discipline with 3 years' experience

**Targets:** To make city bin free, litter free and dust free  
To ensure waste segregation at household level and other point of generation.  
100% coverage of road sweeping / area sweeping  
100% coverage of door-to-door collection of waste  
To keep the city Open Defecation free and maintain the status of ODF  
To improve the quality life of Safai-mitra and waste pickers  
To improve Air Quality of Ujjain

**Penalty:** Since the work is target and performance based if the targets are not achieved by the agencies minimum 2% and maximum 5% of the contract shall be deducted as penalty. On repetitive negligence and not satisfactory performance of contractor, the USCL shall give show cause notice to the contractor. If it is found that contractor's performance does not improve as per requirement of work, the USCL can terminate the contract giving 15 days' notice to the contractor.

**A. USCL will be providing the following:**

- a. Nominating an officer for the project to coordinate with the Agency and to provide required information for drives etc.
- b. All the information from USCL/UMC shall be given to Agency duly signed from the concerned department.
- c. All documents to be provided by USCL/UMC will ordinarily be in English or Hindi language.
- d. Facilitating the Agency during the course of the project for necessary information and support.

**1.4. Context of the Bidding Process**

- 1.4.1. The Ujjain Smart City Limited (the "USCL") intends to implement the Project by involving NGOs/firms/companies to **'Conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIIS 2.0'** (the"Project").
- 1.4.2. USCL intends to qualify and select suitable Bidder through an open competitive e-tendering system in accordance with the procedure set out in the Bidding Documents.
- 1.4.3. Bidder may be entities registered under the Indian Companies Act 1956 or any other latest Companies Act 2013/NGOs /Firm. Bidding Company means a single entity which has been issued the RFP and which submits the Bid as a single entity pursuant to the Bidding Documents.

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

Consortium/JV is allowed to participate in this bid only (1+1).

- 1.4.4. The Successful Bidder, (“Agency”), shall be responsible for ‘**Conducting Information, Education and Communication & Public Relation activities for Ujjain Smart City Limited under CITHS 2.0** and in accordance with the scope of work given in the tender document.
- 1.4.5. The scope of work will include day-to-day organizing events/Information, Education & Communication and Public Relation activities in accordance with the provision of Agreement. The Agreement sets forth the detailed provisions of an Agreement to be executed separately between the Agency and the USCL.
- 1.4.6. Terms and conditions for the work provided to the Agency for implementing the Project, including the scope of the Agency’s services and obligations.
- 1.4.7. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in the Agreement or USCL’s rights to amend, alter, change, supplement or clarify the scope of work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by USCL.
- 1.4.8. USCL shall receive the bid through the e-tendering system and evaluate Bids in accordance with the terms set forth in this RFP and other documents to be provided by USCL pursuant to this RFP, as modified, altered, amended, reissued and clarified from time to time by USCL (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 for submission of Bids (the “**Bid Due Date**”).

**1.5. Details of the Bidding Process**

- 1.5.1. As part of the Bidding Process, the Bidders are being called upon to submit their Bids through the e-tendering system of USCL in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the Bid Due Date.
- 1.5.2. The Bidding Documents include this RFP and the Agreement. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.
- 1.5.3. Under the **Qualification**, the Bidders would be required to furnish all the information specified in this RFP. Only those Bidders that are qualified in conformance with clause 3.b and short-listed by USCL shall have their Financial Proposals opened.
- 1.5.4. Under the **Financial Proposal**, the Bids will be evaluated as per the process detailed in tender document. The evaluation shall be on the QCBS basis. The bidder scoring highest marks will be awarded the work as per terms and conditions of the RFP.
- 1.5.5. Subsequent to the identification of the Successful Bidder, the Letter of Award (LoA) would be issued to the Successful Bidder by USCL. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein. The Successful Bidder shall have to enter into the Agreement within 45 (forty five) days from the date of issue of the LoA. The Successful Bidder on the date

of signing of the Agreement shall:

**3% Performance Security will be submitted by the successful bidder and 7% deduction from every bill shall be done on account of performance security. The performance security shall be paid on successful completion of contract.**

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, USCL reserves the right to:

1. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
2. Call for fresh Bids from the remaining Bidders; OR
3. Take any such measure as may be deemed fit in the sole discretion of USCL, including annulment of the Bidding Process.

1.5.6. Bidders are **strongly recommended** to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the work including operation and maintenance of the Project. USCL will not be held responsible for any incorrect decision arrived at by the bidder based on the data provided in this RFP document.

1.5.7. Bidders may note that the USCL will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection and its bid security shall be forfeited.

1.5.8. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to them Chief Executive Officer, USCL. The Bidders are required to submit their queries on this RFP (i.e. all parts of the RFP). The envelopes/communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information regarding: **Bid for "Selection of Agencies for Conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIIS 2.0".**

**KIND ATTENTION OF:**

Chief Executive Officer,  
Ujjain Smart City Limited  
2<sup>nd</sup> Floor, Mela Office, Kothi Road, Ujjain, Pin 456010,  
Madhya Pradesh, India  
Email: [ujjainsmartcity@mpurban.gov.in](mailto:ujjainsmartcity@mpurban.gov.in)

### **1.6. Schedule of Bidding Process**

USCL shall endeavour to adhere to the following schedule:

<b>S. No.</b>	<b>Events</b>	<b>Details</b>
1	Sale/ Download of RFP	As per NIT
2	Pre-Bid Conference	As per NIT
3	USCL response to queries latest by	As per NIT
4	Last date of submission of the Bid i.e. Bid Due Date	As per NIT
5	Opening of Bids – Technical Proposal	As per NIT
6	Opening of Financial Proposal	As per NIT

### **1.7 Hard Copy (Physical Bid Submission)**

No hard copy has to be submitted by the bidder.

### **1.8 Payments**

Payments by the USCL will be made on monthly basis and in accordance with the terms and conditions of the agreement between the agency and the USCL, and will be subjected in all respects to the terms and conditions of the Agreement. No party other than the agency shall derive any rights from the Agreement. The quoted price of selected bidder will be calculated as per monthly basis divided by duration of agreement.

The selected bidder has to attached the work progress report of the said activities mentioned in the RFP/as per the instruction of USCL/UMC and has to present the before and after photographs of public relation activities, trainings, meetings, events, door-to -door, roads, nalis, nallahs, ghats & etc. on monthly basis in soft and hard copy with the monthly bill/invoice.



## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Partnership firm shall not be entitled to submit another Bid either individually or as a Partnership firm, as the case may be.
- 2.1.2. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on USCL nor confer any right on the Bidders, and USCL shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement 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 Agreement.
- 2.1.4. The Bid should be furnished in the formats as specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for award of the contract. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by it in terms of the Bidding Documents is included in its Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 2.1.5. The Bidder shall deposit a Bid security of Rs. 2,50,000 through the e-tendering system of USCL and in accordance with the provisions of this RFP for the Bid submitted ("**Bid Security**").
- 2.1.6. The Bidder in case of Bidding Company should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.7. Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language (Transliteration is not allowed). Supporting materials, which are not translated into English, may not be considered for fixing the qualification criteria. For the

purpose of interpretation and evaluation of the Proposal, the English language translation (no transliteration is allowed) shall prevail.

- 2.1.9. The currency for the purpose of the Bid shall be Indian Rupees only.
- 2.1.10. The Bidding Documents including this RFP and all attached or other documents, provided by USCL are and shall remain or become the property of USCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 2.1.11. The Proposals would be evaluated based on the details and data furnished in the Bid. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. USCL reserves the right to verify any or all information submitted by the Bidder. USCL's decision regarding any Bidder's eligibility or otherwise shall be final and binding and USCL would be under no obligation to inform any Bidder of the grounds of such decision.
- 2.1.12. Bidders shall provide evidence of their continued eligibility; in accordance with the "Prequalification requirements" which is satisfactory to USCL. The USCL may request additional information from the Bidder till signing of Agreement. A Bidder may be disqualified if it is determined by USCL at any stage of the bidding process that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the Prequalification requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be provided within time frame period stipulated in such requests. If the Bidder is unable to provide the information within the stipulated timeframe then the Bidder may be disqualified.
- 2.1.13. To assist in the examination, evaluation, and comparison of Proposals, USCL may, at its discretion, ask any Bidder for clarification. The Authority may utilize the services of any consultant or other advisor of the Bidder for the examination and evaluation of Bidders, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Bidder, shall be in writing (typed and duly signed by authorized signatory) and shall be communicated by the Bidder to the Authority.
- 2.1.14. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the "Preferred Bidder" has been announced. Any effort by a Bidder to influence USCL or any of its consultants and/or advisors processing of Proposals or award decisions may result in the rejection of the Proposal.
- 2.1.15. USCL or any of its consultants and/or advisors will check Bids determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern. In case of difference between original and copies, the information/data/Bid provided in the original would be considered correct and binding. Any such corrections made by USCL shall be considered as binding upon the Bidder and will be duly notified to the Bidder in writing. If the Bidder does not accept the corrections in Bid, USCL may reject the Proposal and forfeit the Bid Security.
- 2.1.16. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIS 2.0**

Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, USCL shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to USCL under the Bidding Documents and/or the Agreement or otherwise. Without limiting the generality of the above, determining the Conflict of Interest shall be the prerogative of USCL.

2.1.17. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.17, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause

(iii) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary;

- b. a constituent of such Bidder is also a constituent of another Bidder;
- c. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or any Associate thereof;
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
- e. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- f. Such Bidder or any Associate thereof has participated as a consultant/agency to USCL in the preparation of any documents, design or technical specifications of the Project.

***Explanation:***

For purposes of this RFP, **Associate** means, in relation to the Bidder/Member, a person who controls, is controlled by, or is under the common control with such Bidder/Member. As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.

- 2.1.18. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Agency, as the case may be, after issue of the LOA or execution of the Agreement for matters related to or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of Financial operation of the Project.
- 2.1.19. This RFP is not transferable and can only be used by the person to whom it has been issued.
- 2.1.20. Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.21. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member whose Financial or Technical Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform USCL forthwith along with all relevant particulars about the same and USCL may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Successful Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to the completion of the contract period for the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without USCL being liable in any manner whatsoever to the Agency. In such an event, notwithstanding anything to the contrary contained in the Agreement, USCL shall be entitled to forfeit and appropriate the Performance Security, as liquidated damages, without prejudice to any other right or remedy that may be available to USCL under the Bidding Documents or otherwise.

**2.2. Cost of Bidding**

- 2.2.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. USCL will not be responsible or in any way

liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.3. Understanding the Scope of Project**

2.3.1. Bidders are encouraged to submit their respective Bids after complete understanding of the Project scope and ascertaining for themselves the applicable laws and regulations, and any other matter considered relevant by them.

2.3.2. It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from USCL;
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
  - i. The Project scope, existing facilities that USCL is going to provide;
  - ii. The current scenario of USCL area;
  - iii. Clearances obtained for the Project; if any
  - iv. All other matters that might affect the Bidder's performance under the terms of this RFP; and
  - v. Acquiring itself with local/central laws and rules & regulations thereto as well as other applicable rules and regulations relevant of the Project.
- d. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of USCL relating to any of the matters referred to in Clause 2.3.1 above;
- e. satisfied itself about all matters, things and information including matters referred to in Clause 2.3.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- f. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from USCL, or a ground for termination of the Agreement by the Agency;
- g. acknowledged that it does not have a Conflict of Interest; and
- h. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3. USCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by USCL.

## **2.4. Verification and Disqualification**

- 2.4.1. USCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by USCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by USCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of USCL thereunder.
- 2.4.2. Without prejudice to Clause 2.18.6, USCL reserves the right to reject any Bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by USCL, the supplemental information sought by USCL for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification/rejection of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then USCL reserves the right to invite a Bidder amongst the qualified Bidders in the descending order of their rank.

- 2.4.3. In case it is found during the evaluation or at any time before signing of the Agreement or after their execution and during the period of subsistence thereof, including the Agency thereby granted by USCL, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LoA or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by USCL to the Successful Bidder or the Agency, as the case may be, without USCL being liable in any manner whatsoever to the Successful Bidder or the Agency. In such an event, USCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to USCL under the Bidding Documents and/or the Agreement, or otherwise.
- 2.4.4. The Bidder acknowledges and agrees that provisions of this RFP which by their nature or subject matter are intended to survive the completion of the Bidding or to apply throughout the Contract Period shall continue to survive and bind the Bidders throughout the Contract Period.

## **DOCUMENTS**

### **Contents of the RFP**

- 2.4.5. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7 and any clarifications and interpretations issued in accordance with Clause 2.6.

### **Invitation for Bids**

#### **Section 1. Introduction**

#### **Section 2. Instructions to Bidders**

Section 3. Evaluation of Bids

Section 4. Fraud & Corrupt Practices

Section 5. Pre Bid Conference

Section 6. Miscellaneous

### **Appendices**

- I. Letter for Bid
- II. Procedure of registration and submission of Bid through e-tendering system
- III. Power of Attorney for signing of Bid
- IV. Anti-Collusion Certificate
- V. Technical and Financial Capacity
- VI. Format of Financial Proposal

## **2.5. Clarifications**

- 2.5.1. Bidders requiring any clarification on the RFP may notify USCL in writing or by fax and e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process.
- 2.5.2. USCL proposes to hold a Pre-Bid meeting, to discuss issues related to the Project with all the prospective Bidders. USCL at its discretion may also hold further discussions with the prospective Bidders to finalize the technical and/or financial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders.
- 2.5.3. USCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. The responses will be sent by fax or e-mail. However, USCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring USCL to respond to any question or to provide any clarification including within any specified time limit. USCL will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.5.4. USCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by USCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by USCL or its employees or representatives shall not in any way or manner be binding on USCL.
- 2.5.5. To facilitate evaluation of Proposals, USCL may, at its sole discretion, seek written clarifications from any Bidder regarding its Proposal through email or fax. Such clarification(s) shall be provided within the time specified by USCL for this purpose. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, USCL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its efforts to facilitate evaluation of Proposals, USCL may, at its sole discretion, seek written clarifications from any Bidder regarding
- 2.5.6. USCL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

## **2.6. Amendment of RFP**

- 2.6.1. At any time prior to the Bid Due Date, USCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum to the RFP. USCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.
- 2.6.2. Any Addendum thus issued will be sent in writing to all those who have purchased the RFP. All clarifications & interpretations issued by USCL shall be deemed to be part of RFP.
- 2.6.3. Verbal clarifications and information given by USCL or its employees or representatives shall not in any way or manner be binding on USCL.
- 2.6.4. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, USCL may, in its sole discretion, extend the Bid Due Date.

## **PREPARATION AND SUBMISSION OF BIDS**

### **2.7. Format and Signing of Bid**

- 2.7.1. The Bidder shall in its Bid provide all the information sought under the Bidding Document. USCL will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.7.2. The Bidding Documents shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bidding Documents shall contain page numbers.

### **2.8. Submission of Bid through e-tendering system**

- 2.8.1. The Bidder shall submit the Bid only through the e-tendering system of USCL.
- 2.8.2. The Bidder shall have to register with [www.mptenders.gov.in](http://www.mptenders.gov.in) for Bidding for this Project. The process of registration and submission is provided in Appendix II.
- 2.8.3. The Bid shall have to be prepared and submitted as per Clauses 2.8, 2.9, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17 and 2.18 of this RFP and only through e-tendering system of [www.mptenders.gov.in](http://www.mptenders.gov.in). The Bid shall comprise of Qualification and Financial Proposal.
  - a) **Qualification:** The Bidder shall submit the following through e-tendering system for qualifying for the Project.
    - i. Payment of Rs. 20000 (Rupees Twenty Thousand only) through e-tendering system of [www.mptenders.gov.in](http://www.mptenders.gov.in) towards purchase of RFP document.
    - ii. Payment of Rs 2,50,000/- (Rupees Two lakh Fifty thousand only) as Bid Security through e-tendering system of [www.mptenders.gov.in](http://www.mptenders.gov.in)
    - iii. Bid in the prescribed format (Appendix I and Appendix VI) along with Annexes and



supporting documents;

- iv. Power of Attorney for signing of Bid in the format at Appendix-III;
- v. Anti-Collusion Certificate in the format at Appendix IV;
- vi. Certified true copy of the incorporation certificate of the Bidding Company.
- vii. A copy of the RFP document with each page initiated by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (iv) hereinabove.

Any number of documents can be submitted through e-tendering system; however, the size of each individual document (in scanned PDF format) should not exceed 5 MB.

#### **b) Financial Proposal**

A. The Bidder shall quote only through the e-tendering system of USCL. Indicative format of the Financial Proposal to be submitted through the e-tendering system is represented in APPENDIX VI.

#### **2.9. Bid Due Date**

- 2.9.1. Bids should be submitted **on or before the Bid Due Date** in the manner and form as detailed in the Bidding Documents.
- 2.9.2. USCL may, in its sole discretion, extend the Bid Due Date by issuing an addendum/corrigendum in accordance with Clause 2.7 uniformly for all Bidders.

#### **2.10. Late Bids**

- 2.10.1. Bids received by USCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

#### **2.11. Contents of the Bid**

- 2.11.1. Without prejudice to the other provisions of the Bidding Documents, the Bid shall consist of a charges/rates quoted by the Bidder. The Bidder shall specify the charges/rates to be paid by him to undertake the Project in accordance with this RFP.
- 2.11.2. Generally, the Project will be awarded to the Least Price bidder as per QCBS criteria.
- 2.11.3. The opening of Bids and acceptance thereof shall be substantially in accordance with the Bidding Documents.

#### **2.12. Modification/ substitute/ withdrawal of Bids**

- 2.12.1. The Bidder may modify/ substitute/ withdraw its Bid before the final submission date through the e- tendering system. No Bid shall be modified, substituted or withdrawn by the **Bidder after the submission of the Bid.**
- 2.12.2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought by USCL, shall be disregarded.

### **2.13. Rejection of Bids**

- 2.13.1. Not with standing anything contained in this RFP, USCL reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that USCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.13.2. USCL reserves the right not to proceed with the Bidding Process or to modify the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### **2.14. Validity of Bids**

- 2.14.1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and USCL, provided that the Successful Bidder shall extend the validity of the Bid until the execution of the Agreement.

### **2.15. Confidentiality**

- 2.15.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising USCL in relation to or matters arising out of, or concerning the Bidding Process. USCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. USCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or USCL or as may be required by law or in connection with any legal process.

### **2.16. Correspondence with the Bidder**

- 2.16.1. Save and except as provided in this RFP, USCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **B. BID SECURITY**

### **2.17. Bid Security**

- 2.17.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.5 hereinabove through the e-tendering system of USCL.
- 2.17.2. USCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.17.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by USCL as non- responsive.
- 2.17.4. The Bid Security of unsuccessful Bidders will be returned by USCL, without any interest, within 60 (sixty) days, after execution of the Agreement by the Successful Bidder or when the Bidding Process is cancelled by USCL. The Bidders shall have to apply for Bid Security refund at the IT Department of USCL. USCL after due verification shall refund the Bid Security of

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

unsuccessful Bidders. The Successful Bidder's Bid Security will be returned, without any interest, upon the Agency signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.

- 2.17.5. USCL shall be entitled to forfeit and appropriate the Bid Security as liquidated damages inter alia in any of the events specified in Clause 2.18.6 herein below and pursuant to other provisions of this RFP providing for a forfeiture of Bid Security. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that USCL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.17.6. The Bid Security shall be forfeited as liquidated damages without prejudice to any other right or remedy that may be available to USCL under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - b. If a Bidder modifies or substitutes (without the prior written approval of USCL) or withdraws its Bid during the period of Bid validity as specified in this RFP and as extended in accordance with the terms of the Bidding Documents; or
  - c. In the case of Successful Bidder, if within the specified time limit –
    - i. it fails to sign and return the duplicate copy of LoA;
    - ii. it refuses to sign the Agreement;
    - iii. it fails to provide the Performance Security in accordance with the Bidding Document;
    - iv. the Successful Bidder fails or refuses to provide any documents required to be provided by it after its selection.

### 3. EVALUATION OF BIDS

#### 3.1. Opening and Evaluation of Bids

- 3.1.1. USCL will examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.2. To facilitate evaluation of Bids, USCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by USCL in this regard.

#### 3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, USCL shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- a. Payment of Rs. 20000 (Rupees Twenty Thousand only) is made through e-tendering system of USCL [www.mptenders.com](http://www.mptenders.com) towards purchase of RFP document
  - b. Payment of Rs. 2,50,000 is made as Bid Security through e- tendering system of USCL [www.mptenders.gov.in](http://www.mptenders.gov.in);
  - c. it is received as per the format at Appendix-I and Appendix-VI;
  - d. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.2;
  - e. it is submitted as stipulated in Clauses 2.8 and 2.9;
  - f. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.6;
  - g. it contains certificates from its statutory auditors in the formats specified at Appendix I and Appendix VI of the RFP;
  - h. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
  - i. it does not contain any condition or qualification; and
  - j. it is not non-responsive or inconsistent in terms of the Bidding Documents.
  - k. The bidder shall be an NGO/Firm/Company.
  - l. Company or bidder should have valid documentary proof of Service Tax registration number.
- 3.2.2. USCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by USCL in respect of such Bid.

### 3.3. Selection of Bidder

- 3.3.1. Subject to the provisions of Clause 2.14.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and qualified if he receives minimum 80% marks as per the marking sheet given in the tender document, further the bidder obtaining highest marks on 80:20 ie. 80% for technical and 20% for financial based on QCBS method, shall be declared as the successful Bidder (the “**Successful Bidder**”). In the event that USCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

### Evaluation of Qualification

The Corporation has adopted a three-stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising qualification, technical and financial bids.

**In the first step**, the Bidders shall be evaluated for their basic compliance with the tender and submission (a) appropriate EMD. (b) appropriate turnover (c) work experience. Based on the evaluation of prequalification, qualified Bidders shall be short-listed for further evaluation.

**In the second step**, evaluation of technical proposal shall be carried. Bidders securing 80% of the total marks shall be qualified and their price bids shall be opened. All other bidders securing less than 80% of total marks shall be disqualified and their EMD shall be returned after completion of tendering process.

**In the Third Step**, the Financial Proposal of the qualified bidders shall be opened. if contractors receives minimum 80% marks as per the marking sheet given in the tender document, further the bidder obtaining highest marks on 80:20 basis ie. 80% for technical and 20% for financial based on QCBS method, shall be declared as the successful Bidder (the “**Successful Bidder**”). In the event that USCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

To allow comparison on a common basis, each Financial Bid will be carefully scrutinized and an Quoted Total Price (QTP) will be determined. The Financial Bid with the lowest QTP will receive the maximum score of 100 marks. The score for each other Financial Bid will be inversely proportional to its QTP and will be computed as follows:

$S_f = 100 \times F_m / F$  where:

**S<sub>f</sub>** is the financial score of the Financial Bid being evaluated,

**F<sub>m</sub>** is the QTP of the lowest priced Financial Bid,

**F** is the QTP of the Lowest Financial Bid under consideration.

Following completion of the evaluation of Technical and Financial Bids, the final ranking of the Bids will be determined. This will be done by applying a weight of 0.80 (80%) and 0.20 (20%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Bid and then computing the relevant combined total score for each bidder.

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIS 2.0**

A separate descriptive chart has been given for the marking system. The bidders themselves can assess the marks they would get referring the table.

<b>Qualification marks schedule</b>			
<b>1</b>	<b>Capacity of bidder</b>	<b>Marks</b>	<b>Maximum marks</b>
1.1	Experience of bidder - 5 years	5 marks	15 marks
	Experience of bidder - 6 to 10 years	10 marks	
	Experience of bidder more than 10 years	15marks	
1.2	Average Turnover in last 3 years of bidder up to 250 lakh	10 marks	20 marks
	Average Turnover in last 3 years of bidder 251 lakh to 275 lakh	15 marks	
	Average Turnover in last 3 years of bidder 300 lakh and above	20 marks	
1.3	Experience of bidder undertaking 1 eligible assignment (assignments with contract amount of more than 50 lakh would be considered as eligible assignments)	5 marks	15 marks
	Experience of bidder undertaking 1 eligible assignment (assignments with contract amount of more than 75 lakh would be considered as eligible assignments)	10 marks	
	Experience of bidder undertaking 2 eligible assignments (assignments with contract amount of more than 75 lakh would be considered as eligible assignments)	15 marks	
<b>2.</b>	<b>Experience of Team Leader</b>		
2.1	Relative experience of team leader 5 years	10 marks	20 marks
	Relative experience of team leader 6 to 10 years	15 marks	
	Relative experience of team leader more than 15 years	20 marks	
3.	Methodology and proposal submitted by the bidder to execute the work	30 marks	30 marks
		<b>Total</b>	<b>100 marks</b>

**i. Evaluation of Financial Capacity**

1. The Turnover of the Bidder shall be assessed under this category.
2. Under this category, the Bidder shall have to demonstrate the following minimum Turnover (the “**Financial Capacity**”):
  1. Minimum Average Turnover of Rs. 2,50,00,000/- (Rupees Two Crore fifty Lakhs only) at the close of the last 3 (three) Financial Years each; and
3. If the Bidder does not meet the minimum Financial Capacity as specified in Clause 2, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.18.4.

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIS 2.0**

- a. The Bidder shall provide a certificate from its auditor specifying the Turnover of the Bidder in last 3 (three) Financial Years.
4. The Bid must be accompanied by the audited annual reports of the Bidder for the last 3 (three) Financial Years, preceding the year in which the Bid is made.
5. In case the annual accounts for the latest Financial Year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor or chartered accountant shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.
6. The Bidder must establish a minimum Turnover as specified in Clause 2, and provide details as per format at Annex-II of Appendix-I.
7. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest Financial Year of a Bidder, it shall ignore such Financial Year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) Financial Years, preceding its latest Financial Year.

For the avoidance of doubt, the Financial Year shall, for the purposes of a Bid hereunder, mean accounting year followed by the Bidder in the course of its normal business.

**ii. Evaluation of Technical Capacity**

1. In addition to the Financial Capacity, the Technical Capacity of the Bidder shall be assessed under this category and also considering percentage weightage.
2. For qualifying under this category, the Bidder shall, over the past 3 (three) Financial Years preceding the Bid Due Date.
3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-V. The evidence to be submitted for experience shall include the following in the format as specified in Appendix V (Annex II).
4. If the Bidder does not meet the minimum Technical Capacity as specified in Clause 2, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.18.4.
  - a. the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) subscribed and paid up voting equity share capital during the period for which eligible experience is being claimed.
5. Any entity which has been barred by the Central/any State Government/any Government Instrumentality, or any entity owned or controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as a member of a Partnership firm.
6. A Bidder including any Member should, in the last 3 (three) Financial Years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Member, as the case may be, nor has been expelled from any project or contract by any

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIIS 2.0**

public entity or Government Instrumentality nor have had any contract terminated by any public entity or Government Instrumentality for breach by such Bidder or Member.

7. In addition to the documents submitted by the Bidders under Clause 7, the Bidders shall submit the certificate(s) from its statutory auditors or the concerned client(s) stating the time period of the completed/ongoing Eligible Projects in respect of the projects specified above. In case a particular job/contract has been jointly executed by the Bidder (as a part of a Partnership), he should further support his claim for the share in the work done for that particular job/contract by producing a certificate from its statutory auditor or the client.
8. The Bidder should furnish the details of Eligible Project experience for the last 3 (three) Financial Years immediately preceding the Bid Due date.
9. The Bidders must provide the necessary information relating to experience as per format at Annex-I of Appendix-V. The credentials of eligible Bidders shall be measured in terms of their experience.
10. USCL, however, at all times retains the right to reject a Bid in cases where USCL (in its sole opinion), considers the Bid materially inconsistent, deficient, technically unsound or unacceptable in any other respect.
11. The Bidders meeting the Technical Capacity as specified in Clause 2 shall be qualified for evaluation of their Financial Proposals.

**Evaluation of Financial Proposal**

- i. The Financial Proposal evaluation seeks to select the Bidder offering the best financial terms.
- ii. The Financial Proposals of qualified Bidders would be evaluated on the basis of the QCBS
- iii. The work shall be awarded to the L1 bidder.

**Issue of LOA and execution of the Agreement**

- iv. Subsequent to the identification of the Successful Bidder, a letter of award (“LoA” or “Letter of Award”) would be issued to the Successful Bidder by USCL. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein. USCL will promptly notify other Bidders that their Commercial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Agreement within 45 (forty five) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement shall:
  1. Furnish the Performance Security by way of an Fixed Deposit Receipt (FDR) issued by a nationalized / Scheduled Bank in favour of Ujjain Smart City Limited, as required under the Agreement; and  
Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, USCL reserves the right to:



**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIIS 2.0**

1. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
  2. Call for fresh Bids from the remaining Bidders; OR
  3. Take any such measure as may be deemed fit in the sole discretion of USCL, including annulment of the Bidding Process.
- v. After the issue of the LoA by USCL,
- vi. The Bidder shall execute the Agreement within the period prescribed in Clause 1.6 (unless such period is extended by USCL). Upon or prior to such execution by the Bidder it shall submit to USCL the Performance Security in accordance with the Bidding Documents. The successful Bidder shall bear all cost associated or related to the execution of the Agreement for the Project including but not limited to stamp duty, registration charges etc.
- vii. USCL reserves the right to cancel the award in case the Successful Bidder refuses to sign the Agreement and/or does not submit the Performance Security and/or the other documents mentioned in the Bidding Documents.

**Contacts during Bid Evaluation**

- viii. Bids shall be deemed to be under consideration immediately after they are opened and until such time USCL makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, USCL and/or their employees/representatives on matters related to the Bids under consideration.

## 1. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, in the LoA, the Agreement, USCL may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, USCL shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to USCL under the Bidding Documents and/or the Agreement or otherwise.
- 4.2 Without prejudice to the rights of USCL under Clause 4.1 hereinabove and the rights and remedies which USCL may have under the LoA or the Agreement, or otherwise, if a Bidder or Agency, as the case may be, is found by USCL 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 Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by USCL during a period of 2 (two) years from the date such Bidder or Agency, as the case may be, is found by USCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause i, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of USCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of USCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by USCL with the objective of canvassing, lobbying or in

any

manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 2. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place as prescribed in Clause 1.6. Only duly authorized representatives of the Bidders shall be allowed to participate in the Pre-Bid conference. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of USCL. USCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 3. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Court of Ujjain/Indore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.
- 6.2 USCL, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
  - (a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to USCL by, on behalf of, and/or in relation to any Bidder;
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder
  - (e) amend, modify or reissue the Bidding Documents or any part thereof;
  - (f) to accept or reject any or all of the Bids; and/or
  - (g) include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process.
  - (h) to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the RFP
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases USCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX I- ANNEX – I**  
**Letter for Bid**

(Refer Clause 2.9 of the RFP)

[On the letter head of the Bidder/lead Member]

Original or copy No:

Dated:

To,  
The Chief Executive Officer,  
Ujjain Smart City Limited  
Ujjain (M.P.)

Sub: Bid for “Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIIS 2.0”

Dear Sir,

With reference to your RFP dated \_\_\_\_\_, I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that USCL will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided in the Bid and in Annexes I to III to this Letter of Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to USCL any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of USCL to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last 3 (three) years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP, including any addendum issued by USCL;
  - (b) I/We do not have any Conflict of Interest in accordance with Clauses 2.1.16 and 2.1.17 of the RFP;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section i of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with USCL or any other public sector enterprise or any government, Central or State;

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITIS 2.0**

- (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Section i of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders, in accordance with Clause 2.14 of the RFP.
  8. I/We believe that I/we satisfy(ies) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
  9. I/We declare that I/we/any Member, am/are not a member of a/any other company applying for the Project.
  10. I/We certify that in regard to matters other than security and integrity of the country, I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
  12. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
  13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this RFP, I/we shall intimate USCL of the same immediately.
  14. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
  15. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by USCL in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  16. I/We agree and undertake to abide by all the terms and conditions of the RFP.
  17. I/We agree and undertake to be jointly and severally liable for all our obligations under the Agreement as per the provisions set out therein.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and Designation of the Authorized Signatory)

(Name and seal of the Bidder)

## JOINT VENTURE AGREEMENT

(On non-judicial of minimum Rs. 100 duly certified by Notary)

This **Joint Venture Agreement** ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

[**Lead Member Name**], a company incorporated under the laws of [Country/State], having its registered office at [Address], hereinafter referred to as the "Lead Member" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns),

**AND**

[**JV Member Name**], a company incorporated under the laws of [Country/State], having its registered office at [Address], hereinafter referred to as the "JV Member" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

The Lead Member and the JV Member shall hereinafter be collectively referred to as the "Parties" and individually as a "Party".

### 1. Purpose

The purpose of this Joint Venture is to jointly prepare, submit and execute the Proposal and, in the event of award, execute the contract with Ujjain Smart City Limited (USCL) for "**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITHS 2.0**" (hereinafter referred to as the "Project").

### 2. Name of the Joint Venture

The JV shall operate under the name: [**Name of Joint Venture**] for the limited purpose of participating in the above-mentioned RFP and executing the project upon award.

### 3. Roles and Responsibilities

The roles and responsibilities of the parties shall be as follows:

- [**Lead Member Name**] shall be the Lead Member responsible for [e.g., overall project coordination, communication with Client, technical leadership, etc.].
- [**JV Member Name**] shall be responsible for [e.g., providing specialized technical support, local compliance, etc.].

### 4. Share of Participation

The participation share of the Parties in the JV shall be as follows:

- [**Lead Member Name**]: \_\_\_\_%
- [**JV Member Name**]: \_\_\_\_%

Financial liabilities, profits, losses, and resources shall be shared in proportion to this participation, unless mutually agreed otherwise in writing.

### 5. Lead Member Authority

The Lead Member shall be authorized to represent the JV in all dealings with the Client and sign all documents including the bid and contract agreement on behalf of the JV.

### 6. Duration

This Agreement shall remain in force:

- Until completion of the Project and settlement of all accounts with the Client, or
- Until terminated in writing by mutual consent of the Parties, whichever is earlier.

### 7. Confidentiality

Each Party shall maintain confidentiality of all proprietary or confidential information shared during the JV and Proposal process and shall not disclose it to any third party without written consent.

## 8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Jurisdiction, and the courts of Ujjain, Indore & Jabalpur shall have exclusive jurisdiction.

## 9. Dispute Resolution

Any disputes arising under this Agreement shall be resolved amicably through mutual discussions. If unresolved within 30 days, the matter shall be referred to arbitration under applicable arbitration rules, and the decision of the arbitrator shall be final and binding.

## 10. Miscellaneous

- This Agreement shall not be amended or modified except in writing and signed by both Parties.
- This JV does not create a separate legal entity unless agreed otherwise in the future.
- Each Party shall bear its own costs incurred in preparation and submission of the bid.

IN WITNESS WHEREOF, the Parties have executed this Joint Venture Agreement as of the date first written above.

### For [Lead Member Name]

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

### For [JV Member Name]

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

### Witness 1:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

### Witness 2:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX I- ANNEX-II**

**Details of Bidder**

**[On the letter head of the Bidding Company]**

Original or copy No:

Dated:

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate):
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:
3. Details of individual(s) who will serve as the point of contact/communication for USCL:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone number:
  - (f) E-Mail Address:
  - (g) Fax number:
4. Particulars of the authorized signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone number:
  - (e) Fax number:

(d) The following information shall also be provided by Bidder:

**Name of Bidder:**

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ any State Government/UT, or any entity controlled by them, from participating in any project (BOT or otherwise).		



**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

**APPENDIX I- ANNEX-III**

**Financial Capacity of the Bidder**

(Refer to Clause b of the RFP)

[On the letter head of the Bidding Company]

1. The Bidder should provide the financial capability in the following format based on its own financial statements.
2. This format should be certified by the Statutory Auditor/Chartered Accountant of the Bidder.

Format for Providing Information

S. No.	Financial Information	Year 1	Year 2	Year 3	Average
1	Turnover				

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - a. reflect the financial situation of the Bidder;
  - b. be complete, including all notes to the financial statements; and
  - c. correspond to accounting periods already completed (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause b.
3. The Bidder shall also provide the name and address of its Bankers to USCL.
4. The Bidder shall provide an Auditor's Certificate specifying the Turnover of the Bidder.
5. For the purposes of evaluation of Financial Capacity, consolidated annual accounts of the Bidder may be used for the purpose of financial criteria.
6. The bidder must have a positive net worth.

**Bid Capacity**

Applicants who meet the minimum qualifying criteria in the evaluation as stated above are to be evaluated further for bid capacity as under:

$$\text{Bid Capacity} = (1.5A \times B) - C \text{ and its should be more than PAC.}$$

Where

A. = Maximum value of civil engineering works executed in any one year during the last five year (10% weightage per year shall be given to bring the value of work executed at present price level)

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

B = Proposed contract period in number of years prescribed for completion of the works (period up to 1 year shall be taken as one year),

C = Value at current price level of existing commitments and ongoing works to be completed in the next 'B' years.

<b>FY</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
MF	1.00	1.10	1.21	1.33	1.46

Bids shall be opened in order of their listing in one NIT. In case of bidder's participation in multiple tenders listed in one NIT, his bid capacity shall be exhausted, if found L1, in order of tenders opened. Soon after bid capacity of a bidder has exhausted, his next bid shall not be opened

**APPENDIX I- ANNEX-IV**

**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Original or copy No:

Ref. Date:

To--

Dear Sir,

We hereby confirm that we/our Company (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP.

We have agreed that ..... (insert individual's name) will act as our representative of the Company and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

## APPENDIX – II

### Procedure of registration & submission of bid through E-Tendering system

#### A. Registration Process

- For participation in e-tendering module of Ujjain Smart City Limited, Ujjain, it is mandatory for prospective bidders to get registration on website [www.mptenders.gov.in](http://www.mptenders.gov.in). Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- Tender documents can be downloaded from website [www.mpeproc.gov.in](http://www.mpeproc.gov.in). However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) plus service & gateway charges**, without which bids will not be accepted.
- Service and gateway charges shall be borne by the bidders.
- As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a Class III Digital Certificate shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on [http://cca.gov.in/cca/?q=licensed\\_ca.html](http://cca.gov.in/cca/?q=licensed_ca.html). Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. Ujjain Smart City Limited, Ujjain, shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete online e-tendering procedure at [www.mptenders.gov.in](http://www.mptenders.gov.in)
- Ujjain Smart City Limited, Ujjain, shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- For any type of clarifications bidders/contractors can visit [www.mptenders.gov.in](http://www.mptenders.gov.in)

Apart from uploading e-tender on website, bidder has to submit separate envelopes of

1. EMD (online) of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in Envelop- A
2. Affidavit in Envelop-A,
3. Authority Letter to Sign on behalf of Consultant in Envelop-A,
4. Technical Bid in Envelop-B with all relevant enclosures & Appendix's

APPENDIX – III

Power of Attorney for signing of Bid

(Refer Clause 2.1.6 of the RFP)

(To be executed on stamp paper of Rs. 100 duly notarised)

Know all persons by these presents, [I ..... (name of the company)] incorporated under the laws of India and having its registered office at [ ] “**Company**”] do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for “**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITIS 2.0**” pursuant to the RFP dated [.....] (“RFP”) issued by the Ujjain Smart City Limited (the “**USCL**”) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to USCL, representing us in all matters before USCL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with USCL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Ujjain Smart City Limited.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2025

For..... (Signature)

(Name, Title and Address)

Witnesses:

(Notarised) Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX IV

Anti-Collusion Certificate

(Refer Clause 2.9.3 (a) of the RFP)

(To be executed on stamp paper of Rs. 100)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its subsequent amendments thereof.

1. We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We undertake that we never got Blacklisted in any department.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of .....2025

.....  
(Name of the Bidder)

.....  
(Signature of the Bidder / Authorised Person)

.....  
(Name of the Authorised Person)



**APPENDIX V- Annex-I**

**Technical Capacity**

**Experience of the Bidder**

(Refer to Clause iii of the RFP)

**[On the letter head of the Bidding Company]**

Original or copy No:

Date:

Bidder type	Name of the Eligible Project
(1)	(2)
Company	

**Appendix V Annex-I**

Bidder provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 2 and / or by a project company eligible under Clause 2. In case the Bid Due Date falls within 3 (three) months of the close of the latest Financial Year, refer to Clause b.

**APPENDIX V Annex II**

**Technical Capacity  
Details of Eligible Projects**

(Refer to Clause a.5 of the RFP)

[On the letter head of the Bidding Company]

Original or copy No:

Date:

<b>Item (1)</b>	<b>Particulars of the Project (2)</b>
Title & nature of the project	
Entity for which the project was developed (Client Name)	
Location	
Manpower deployed in the Project	
Date of commencement of project	
Date of completion	

**Instructions:**

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause iia.5 of the RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the instructions below.
2. A separate sheet should be filled for each Eligible Project.
3. Particulars such as name, address and contact details of owner/authority/agency (i.e. Agency, etc.) should be provided.
4. The date of commissioning of the project should be indicated.
5. The date of completion of the project should be indicated.
6. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which eligible experience is claimed, needs to be given.
7. Certificate from the client or the Bidder's statutory auditor must be furnished as per format below for each Eligible Project in addition to the certificate from the client. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.

---

In case duly certified annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

8. Certificate from the statutory auditor regarding Eligible Projects shall be in the following format.

**Certificate from the statutory auditor/CA regarding Eligible Projects**

Based on its books of accounts and other published information authenticated by it, this is to certified that ..... (Name of the Bidder) developed and/ or owned the ..... (Name of the project) of ..... (Client Name) from ..... (Date) to ..... (Date).

The project was commissioned on ..... (date of commissioning of the project) and completed on ..... (date of completion of the project).

We further certify that the total manpower deployed in the Project is \_\_\_\_\_.

Name of the audit firm/CA:

Seal of the audit firm/CA: (Signature, name and designation of the Authorised Signatory)

Date:

9. It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

**APPENDIX VI**

**Format of Financial Proposal**

(Refer to Clause b.ii of the RFP)

(shall be accepted only through the online e-tendering system of USCL)

Date:

Place:

To,  
The Chief Executive Officer,  
Ujjain Smart City Limited,  
Ujjain – 456001  
Madhya Pradesh

Dear Sir,

Sub: “Proposal for Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITHS 2.0”

Please find enclosed the Financial Proposal in respect of the project “**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for Ujjain under CITHS 2.0**” in response to the Request for Proposal (“RFP”) Document issued by the USCL, dated \_\_\_\_\_ 2025.

Sr. No	Particulars	
1.	<b>“Selection of Agencies for conducting Information, Education and Communication &amp; Public Relation activities for Ujjain under CITHS 2.0”</b> <b>Value of Work – Rs. 5.00 Crore</b>	<b>% (Percentage) Above/Below</b>

\*The above quote shall be inclusive of all taxes and charges and unconditional.

Thanking you,

Yours sincerely,

For and on behalf of : *(here enter the name of the Bidder with Seal)*  
Signature : *(Authorised Representative and Signatory)*  
Name of the Person :  
Designation :

*Note: In case of a discrepancy between the quote expressed in figures vis-à-vis the quote expressed in words, the latter shall govern.*

## APPENDIX VII

*As per requirement of MoHUA, Govt. of India for CITIIS 2.0 program*

### Annexure 1: Covenant of Integrity to be mandatorily appended to each procurement document/EOI/RFP/work order/tender document, etc. by the State under CITIIS 2.0

#### COVENANT OF INTEGRITY

to the Promoter

from a Tenderer, Contractor, Supplier or Consultant to be attached to its Tender  
(or to the Contract in the case of a negotiated procedure)

I [Name], in my function as [function/position held] in [name of the company] and duly authorized representative for the signature of the contract to be signed for [title of the call for tender or the contract] hereby declare that we observe the highest standards of ethics during the procurement and, if we are successful in our tender, during the performance of the contract. We have not engaged nor will engage in, or have been convicted or sanctioned by any authority of, any fraud, corruption, collusion, coercion, obstruction, money laundering, financing of terrorism or other malpractice (hereafter referred to as "Prohibited Conduct")<sup>1</sup>. Where convictions occurred, details of the conviction and remedial measures are provided. If such events should occur in the future, including if any instance of Prohibited Conduct shall come to our attention, we hereby undertake to so inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] immediately.

Moreover, neither our company<sup>2</sup> nor any entity member of the joint venture or of the consortium or any one acting on our behalf, such as sub-contractors, is the subject of a current exclusion /has been the subject of any debarment, exclusion or other sanctioning decision by any of the Participating MRI Partners (AFD, EIB and/or KfW), EU institutions and/or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development or Inter-American Development Bank) on the grounds of Prohibited Conduct and we further undertake to immediately inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] if this situation was to occur at a later stage. Where such a decision of exclusion has occurred, we commit to provide all necessary information and any remedial measures that have already been taken.

I also declare that neither our company nor any entity member of the joint venture or of the consortium is currently included /has been included on the list of financial sanctions (including in particular the fight against financing of terrorism) adopted by the United Nations, the EU financial or any national sanction<sup>3</sup> list which is binding for any of the MRI Partners and we further undertake to immediately inform [Promoter and AFD] if this situation were to occur at a later stage.

We acknowledge that in the event our company or any entity member of the joint venture or of the consortium (i) is, after this Covenant of Integrity or the contract have been signed, added to any financial sanctions list enumerated above or (ii) is, before the contract has been signed, subject to any debarment, exclusion or otherwise sanctioning decision enumerated above or (iii) made a false statement in the Covenant of Integrity, the contract may not be eligible for funding by one or more of the Participating MRI Partners (AFD, KfW). We commit not to procure goods and services from countries which are under an embargo which is binding upon AFD and KfW.

We also acknowledge that, in any of the afore-mentioned events, [Promoter] is entitled to exclude our company/ the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, we undertake to take all necessary remedial actions in a manner satisfactory to [Promoter]. Such events may lead to

**Selection of Agencies for conducting Information, Education and Communication & Public Relation activities for creating awareness for Ujjain under CITHS 2.0**

termination of the contract, in accordance with the terms of the contract.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:<sup>4</sup>

Name of Recipient	Address	Reason	Amount

We grant the Participating MRI Partners and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors, under the contract, as well as joint venture/consortium partners. We accept to preserve these books and records generally in accordance with applicable law but in any case, for at least six years from the date of tender submission and, in the event, we are awarded the contract, at least six years from the date of substantial performance of the contract.

I declare that our company / consortium undertakes to comply with labour laws and national and international standards of environmental protection, health and safety applicable in the jurisdiction / country of implementation of the Project, including those contained in any relevant International Labour Organization (ILO) conventions and international agreements on environmental protection, as well as with mitigation measures of the Environmental and Social Management Plan if applicable.

.....  
(Place)

.....  
(Date)

(Signature)