



Reference No: _PMU_/415(14)/_2023_____

Dated: 02-08-2024

RFP for Supply of Promotional Items and Services for Organizing on 12 th August 2024 on the occasion of International Youth Day and Swachh Sarthi Club Event

for

Swachh Bharat Mission- Urban, Uttar Pradesh

August 2024

**State Mission Directorate
Swachh Bharat Mission (Urban) Uttar Pradesh
Gomti Nagar extension, Lucknow- 226010**

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RFP for Supply of Promotional Items and Services for Organizing on 12 the August 2024 International Youth Day and Swachh Sarthi Club Event



Notice for Request for Proposal – Data Sheet

(Swachh Bharat Mission, Urban- Uttar Pradesh)

N Reference No: _PMU_/10603/_415(14)/_2023_____

Dated: 02-08-2024

Swachh Bharat Mission- Uttar Pradesh, Government of UP, invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from reputed Agencies for '**Supply of Promotional Items and Services for Organizing on 12 th August 2024 on the occasion of International Youth Day and Swachh Sarthi Club Event for Swachh Bharat Mission- Urban, Uttar Pradesh**'

Sl. No	Information	Details
1.	Name of RFP	Supply of Promotional Items and Services for Organizing on 12 the August 2024 on the occasion of International Youth Day and Swachh Sarthi Club Event for Swachh Bharat Mission- Urban, Uttar Pradesh'
2.	Type of RFP	Local Shopping tendering on Quotation based
3.	Mode of tendering	Local Shopping Method (Minimum Three Quotation required)
4.	Method of Selection	Local Shopping
5.	Last Date of Submission of Bid	Date: 09.08.2024; Time: 3:00 pm
6.	Opening of Technical Bid	Date: 09.08.2024; Time: 3:30 pm
7.	Opening of Financial Bid	Dates for the Financial Bid opening shall be intimated to the technically qualified bidders only

The interested bidders should submit their bids only through physical mode through hand superscripting on the envelope, technical and Financial Proposal on two different envelopes in the address mentioned in RFP.

Detail of Scope of Work Swachh Bharat Mission- Urban, Government of Uttar Pradesh reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

**State Mission Director
Swachh Bharat Mission- Urban**



A. Disclaimer

1. This Request for Proposal (“RFP”) is neither an agreement nor an offer by Swachh Bharat Mission- Urban, Government of Uttar Pradesh to the prospective bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by Swachh Bharat Mission- Urban, Government of Uttar Pradesh. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This RFP may not be appropriate for all persons, and it is not possible for Swachh Bharat Mission- Urban, to consider the particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder must, therefore, conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Swachh Bharat Mission- Urban, Government of Uttar Pradesh accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. Swachh Bharat Mission- Urban , Government of Uttar Pradesh its employees and their agencies make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this RFP process.
5. Neither Swachh Bharat Mission- Urban, Government of Uttar Pradesh nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. Swachh Bharat Mission- Urban, Government of Uttar Pradesh also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. The bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the Bidder shall notify Swachh Bharat Mission- Urban, Government of Uttar Pradesh immediately at the following address:

Swachh Bharat Mission- Urban, Government of Uttar Pradesh Gomti Nagar
Extension-7, Lucknow, Uttar Pradesh – 226002 Email:
sbmdlup@gmail.com, diruplb@nic.in
7. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.
8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.
9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient’s

professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be always kept confidential by such party and its professional advisors.

10. Swachh Bharat Mission- Urban, Government of Uttar Pradesh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies are expected to keep track of the same on the portal.
11. The bidders or any third party may not object to such changes/ modifications/ additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by Swachh Bharat Mission- Urban, Government of Uttar Pradesh. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Swachh Bharat Mission- Urban, Government of Uttar Pradesh with respect to this RFP.
12. Swachh Bharat Mission- Urban, Government of Uttar Pradesh reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all the proposals at any stage of the RFP process without assigning any reasons. The decision of Swachh Bharat Mission- Urban, Government of Uttar Pradesh shall be final and binding in this regard.
13. Bidders shall not make any public announcements with respect to the RFP process or
14. the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by Sports and Youth Services Department, Government of Uttar Pradesh. Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. Swachh Bharat Mission- Urban, Government of Uttar Pradesh decision in this regard shall be final and binding on the bidder.
15. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
16. The bid is not transferable.

B. Abbreviations

BG	Bank Guarantee
SBM-U	Swachh Bharat Mission- Urban, Government of Uttar Pradesh
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee/ legal tender currency of India
IT	Income Tax



JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement

C. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Swachh Bharat Mission- Urban, Government of Uttar Pradesh or to the Bidders;
2. **“Authorized Signatory”** means the designated person of the agency authorized to represent the agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the RFP Process;
3. **“Bid”** or **“Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/ sought by Swachh Bharat Mission- Urban, Government of Uttar Pradesh and the Financial Bid, submitted strictly in the formats provided by Swachh Bharat Mission- Urban, Government of Uttar Pradesh. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Swachh Bharat Mission- Urban, Government of Uttar Pradesh;
4. **“Bidder”** or **“bidder”** or **“Agency”** or **“agency”** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with Swachh Bharat Mission- Urban, Government of Uttar Pradesh;
5. **“RFP Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 7 of the datasheet in the RFP. No bids shall be accepted after the Bid Due Date;
7. **“Bid Processing Fee”** shall be the amount the bidder shall pay to Swachh Bharat Mission- Urban, Government of Uttar Pradesh non-refundable amount (“Bid Processing Fee”), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
8. **“EMD”** means the amount submitted by a Bidder to Swachh Bharat Mission- Urban, Government of Uttar Pradesh for participating in the Bidding Process, in terms of the below clause.
 - There is **no EMD demanded** in the tender.



9. **“Bid Validity Period”** shall initially remain valid and binding on the bidder for at least 90 (Ninety Days) days from the Bid Due Date, as given in the Schedule for the RFP.
10. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
11. **“Letter of Award (LoA)”** means the official written intimation by Swachh Bharat Mission- Urban, Government of Uttar Pradesh notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein.
12. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **“Request for Proposal”** or **“RFP”** or **“RFP Document”** or **“RFP Paper”** or **“RFP Documents”** or **“Bid Documents”** means documents issued by Swachh Bharat Mission- Urban, Government of Uttar Pradesh vide RFP No. Reference No: ____/____/2024, Dated: __/08/2024 for **Supply of Promotional Items and Services for Organizing on 12 the August 2024 International Youth Day and Swachh Sarthi Club** shall include any modifications, amendments, corrigenda/ addenda, or alterations thereto. The documents are as follows:
 - (a) This RFP document;
 - (b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by Swachh Bharat Mission- Urban, Government of Uttar Pradesh subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);
14. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
15. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
16. **“Swachh Bharat Mission- Urban, Government of Uttar Pradesh”** or **“SBM(U)”** shall mean the Swachh Bharat Mission- Urban, Government of Uttar Pradesh having its registered office at Gomti Nagar Extension-7, Lucknow, Uttar Pradesh

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

D. Instructions to Bidders

1. **Bid Preparation Cost:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Swachh Bharat Mission- Urban, Government of Uttar Pradesh or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Swachh Bharat Mission- Urban, Government of Uttar Pradesh shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder’s risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.

4. The bid documents shall be shared with the agencies via UDD portal <https://urbandevelopment.up.nic.in/> and SBM websites of Uttar Pradesh i.e., <https://upsbmurban.in/> and can apply through hand on two separate envelope. There shall be no sale of hard copies of the bid documents.

5. Preparation of Bids

- 5.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarized by component authority.
- 5.2 **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
- 5.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (₹ / Rs.), and payment under this contract will be made in Indian National Rupee (₹ / Rs.)

6. Clarifications by Bidders

- 6.1 Bidders requiring any clarification on the RFP document may contact SWACHH BHARAT MISSION-URBAN Government of Uttar Pradesh in writing by e-mail/post/courier within such date as specified in the Schedule of Bidding Process.
- 6.2 All correspondence for clarifications should be submitted to the address mentioned in the data sheet in writing by Mail/ post/courier.
- 6.3 Nodal Authority appointed by State Mission Director, SBM(U), Government of Uttar Pradesh shall endeavor to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the e-tender website. However, SMD, SBM(U) Government of Uttar Pradesh reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring SMD, Government of Uttar Pradesh to respond to any query or to provide any clarification.
- 6.4 At any time prior to the Bid Due Date, SMD, SBM(U), Government of Uttar Pradesh may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the e- tender website.
- 6.5 Electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

7. Format and Signing of Bid

- 7.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 7.2 The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by Swachh Bharat Mission- Urban, Government of Uttar Pradesh or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed by the person signing the bid.
- 7.3 The proposal shall be properly bound, indexed, and serially numbered.

8. Submission of Bids

- 8.1 The bidder shall submit their offer under two bid-basis. Technical Bid and the Financial Bid. The Financial Bid shall be submitted through hand as per the schedule and separate to the technical bid. The bidder shall ensure that the technical and financial bids are submitted as per the two-bid basis. In case, the financial bid is submitted as part of the technical bid, the bid shall be liable to be declared non-responsive and shall be rejected. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.



- 8.2 **Technical Bid:** Bidders shall have to submit the bid through hand in the office of the Directorate Local Bodies, Swachh Bharat Mission(Urban). The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder.
- 8.3 **Financial Bid:** Bidders shall have to submit their Financial Bid through hand on separated sealed envelope mentioning the amount quoted both in word and figure and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in words shall prevail.
- 8.4 The basic and total rate should be inclusive of supply, transportation and any other charges and taxes.
- 8.5 Rates should be exclusive of all statutory taxes.
- 8.6 The financial proposal shall be valid for a period of 90 days from the date of submission. If accepted, the applicable rates shall be valid for a period of 12 months from the date of ward of supply order. However, owing to special circumstances, SWACHH BHARAT MISSION- URBAN Govt of UP reserves option to have a new rate contract for additional item
- 8.7 The quantity as part of the RFP is indicative and may be increased or decreased as per actual requirement of SWACHH BHARAT MISSION- URBAN Govt of UP.
- 8.8 In case the preferred bidder is unable to supply the agreed quantity of Item, as per specifications and/or within stipulated time SBM(U) reserves the right to negotiate with the next preferable bidder for supply of some of the item.
- 8.9 Technical specification of the **Item** should be as per the specification.
- 8.10 The supplies received, if not found as per specification of tendered items, are liable to be rejected.
- 8.11 The bidders will give an affidavit certifying that the quality of **supplied Item** is as per specifications and requirements of the tender.
- 8.12 In case of any dispute arises in regard to the tender, the decision of SMD, SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh will be final and binding.
- 8.13 In case of litigation, the **courts at Lucknow** only will have the jurisdiction for deciding the case according to Indian law and force.
- 8.14 SWACHH BHARAT MISSION- URBAN Govt. of UP taking into accounts past performance of party, reserves the right to reject any tender.
- 8.15 It must be noted that this is just an enquiry and doesn't amount to any commitment on the part of SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh to order any products offered. The decision of SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh in this regard would be final and be entirely, at its discretion.
- 8.16 The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.
- 8.17 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser) may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all the goods or fails to perform any other contractual obligations within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- 8.18 Successful bidder will be provided **maximum 1 days** from date of work order to supply the items. The delivery of items can be phased as per the discussion with the purchasing entity and the successful bidder.
9. **Material Deviation**
Material Deviation received in the bids shall include, inter alia, the following
- 9.1 The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
- 9.2 The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document.
- 9.3 It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document);

- 9.4 The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 9.5 The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 9.6 The bid submitted by the Bidder is not valid for the minimum bid validity period.
- 9.7 It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.
10. SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh may request that the Bidder submit information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such non- conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh by the date specified therein may result in the rejection of its Bid.
11. **Late and Delayed Bids:**
- 11.1 Bids must be received no later than the date and time stipulated in the RFP document. SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh may, at its discretion, extend the deadline for submission of bids in which case all rights and SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh and the bidder will be the same.
- 11.2 Any bid received by SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh after the deadline for submission of bids, as stipulated above, shall not be considered.
12. **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:
- made a complete and careful examination of the RFP documents, including the proforma agreement;
 - received all relevant information requested from Swachh Bharat Mission- Urban, Government of Uttar Pradesh;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Swachh Bharat Mission- Urban, Government of Uttar Pradesh relating to any of the matters related to this RFP or otherwise;
 - satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with Swachh Bharat Mission- Urban, Government of Uttar Pradesh) and performance of all of its obligations thereunder;
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information SBM(U) to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Swachh Bharat Mission- Urban, Government of Uttar Pradesh;
 - agreed to be bound by the undertakings provided by it under and in terms;

Swachh Bharat Mission- Urban, Government of Uttar Pradesh shall not be liable for any omission or commission, 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 the RFP documents or the bidding process, including any error or mistake therein or in any information or data given by Swachh Bharat Mission- Urban, Government of Uttar Pradesh.

13. **Opening and Evaluation of Technical Bid**

- 13.1 Technical Bids will be opened as per the schedule indicated in Schedule of the RFP
- 13.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the **Section G** of the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, Swachh Bharat Mission- Urban, Government of Uttar Pradesh reserves the right to seek clarification/documents from the bidders if Swachh Bharat Mission- Urban, Government of Uttar Pradesh considers it necessary for proper assessment of the bid.



- 13.3 The Technical Bids will be evaluated based on the criteria and only those Bidders whose Technical Proposals are in compliance with the eligibility criteria shall be considered technically qualified and whose quote is Lowest among all the Participants.

14. Opening of Financial Bid and Final Evaluation

- 14.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.
- 14.2 The bidder with the lowest financial bid will be the successful bidder.
- 14.3 In case of significant variation in the rates of various individual items, Swachh Bharat Mission- Urban, Government of Uttar Pradesh reserves the right to negotiate the rate or exclude the items for execution by the Successful Bidder
- 14.4 SBM(U) reserves the right to increase or decrease the scope of work, at the time of signing of the contract.
- 14.5 The Financial Bid should be including all costs related to supply of item transportation, and any other costs. The tender does not entail any commitment on the part of SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh either financially or otherwise. SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh reserves the right to accept or reject any or all tenders without incurring any obligation to inform the applicants.
- 14.6 If any exemption available as per custom/excise rule for Government Organizations processing the request certificate will be provided to the agency. The agency shall have to pass the exemption relief to SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh.
- 14.7 No advance payment will be made. It will be mandatory for the bidders to indicate their
- 14.8 bank account number. The payment of bills will be made on submission of the following documents by the seller to the paying authority along with the bill:
- a) Ink-signed copy of contingent bill/Seller's bill.
 - b) Ink-signed copy of Commercial invoice/Seller's bill
 - c) Copy of Supply Order/Contract
 - d) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, etc. as applicable.
 - e) Exemption certificate for Excise duty/Customs duty, if applicable.
 - f) Guarantee/Warranty certificate.
 - g) Delivery period extension letter with SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh approval, indicating whether extension is with or without Last Date.
 - h) **Details for Payment:** Account Holder's Name, Bank Name, Branch Name and Address, Account Type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contact)
 - i) Any other document certificate that may be provided for in the supply order/ contract.
 - j) User acceptance.
- 14.9 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, Swachh Bharat Mission- Urban, Government of Uttar Pradesh reserves the right to,
- (a) invite the second-ranked bidder and negotiate upon the following scenario, or
 - (b) take any such measure as may be deemed fit in the sole discretion of Swachh Bharat Mission- Urban, including annulment of the Bidding Process.

15. Penalty Clause:

A) Penalty for Delay in Delivery:

In case of delayed delivery except for Force Majeure cases, the Seller shall pay to the Buyer for delay penalty amounting to 1% of the total value of the items whose

delivery has been delayed. If the delay is as per the actual events the Buyer is entitled to terminate this Contract and the Seller shall refund the Total Purchase Price within seven business days of Buyer's written refund notice. However, the Seller will still be responsible for above mentioned penalties.

16. Right to accept any Bid and to reject any or all bids

- 16.1 Swachh Bharat Mission- Urban, Government of Uttar Pradesh is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 16.2 Swachh Bharat Mission- Urban, Government of Uttar Pradesh may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/local bodies/ municipalities/ PSUs, etc.
- 16.3 Swachh Bharat Mission- Urban, Government of Uttar Pradesh may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

17. Award of Contract

- 17.1 Swachh Bharat Mission- Urban, Government of Uttar Pradesh will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 17.2 Swachh Bharat Mission- Urban, Government of Uttar Pradesh will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which Swachh Bharat Mission- Urban, Government of Uttar Pradesh will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 17.3 The Successful Bidder will be required to commence the assignment at the earliest, as communicated by Swachh Bharat Mission- Urban, Government of Uttar Pradesh him this regard.
- 17.4 **The Successful Bidder will be required to execute the contract for the services within a period of 24 Hours (1 Days) from the date of issue of Letter of Award.**
- 17.5 **The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on based on the cost quoted by the bidder which shall be inclusive of all costs and expenses.**
- 17.6 The Contract shall be awarded to the responsive Bidder(s) who is overall lowest after considering the price quoted for all the items in the tender and who meets the laid down Qualification Criteria in the Bid documents.
- 17.7 Wherever, the price of L-1 is not acceptable to the purchaser, SBM(U) reserves the right to arrive at a reasonable lowest price. In case the bids received from responsive bidders are higher than that of reasonable lowest price arrived at by SWACHH BHARAT MISSION- URBAN initially the reasonable price as arrived at by SBM(U) shall be counter offered to the responsive L-1 bidder. On acceptance of the counter offered price, contract with the L-1 bidder shall be concluded. Thereafter counteroffers will be made to other higher quoting responsive bidders (as detailed below). Responsive bidders who accept the counter offered rates may be awarded Parallel Contracts. The Contract shall be awarded only to the responsive Bidders who meet the laid down Qualification Criteria stipulated in the Bid document.
- 17.8 The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.
- 17.9 The purchaser reserves the right to conclude one or more than one contract for the same item. If it is decided to have multiple/parallel contracts, depending on the anticipated demand of the items, location of the users, capacity of the responsive bidders, reasonableness of the prices quoted by the responsive bidders, etc., the procedure as given in the succeeding clauses shall be adopted.
- 17.10 Purchaser reserves the right to divide the total quantity among multiple bidders (maximum 3) following the splitting of contract guidelines which is as defined in the subsequent clauses.
- 17.11 The lowest price which is found reasonable by the authority shall be initially counter offered, only to other higher quoting responsive bidders who are ranked L2 and L3 in



their order of ranking asking them to send their revised offers/ acceptance to counter offered price. Those who accept the counter offered prices shall be awarded parallel contracts; In case of non-acceptance of the counteroffer by the L2/L3 party, a similar offer shall be made to L4 and L5, and so on.

- 17.12 If no other bidder matches the counteroffer, the purchaser, the purchaser reserves the right to finalize the contract and the entire share of the proposed quantity with the L1 Bidder.
- 17.13 The successful bidder(s) are required to submit samples for all items at No cost basis before issue of contract **within 1 days** from the receipt of Letter of Intent (The samples will be seen for checking/ chosen solely by the Purchaser. If the samples are not found to be in order as per the specifications as enumerated under the contract, the purchaser reserves the right to disqualify the bidder and move ahead with the procurement process.
- 17.14 The contract with a bidder gets terminated and, the shortfall is offered to the bidder with parallel contract or in the order of their ranking starting with most competitive offer and so on till the shortfall is met.

18. Payment Terms:

- 18.1 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on receipt of goods in good condition and upon submission of the following documents:

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Inspection & Acceptance Certificate, in original issued by the authorized representative of the consignee;

E. Introduction

The purpose of this proposal is to invite eligible and interested participants to submit proposals for Supply of Promotional Items and Services for Organizing on 12th August 2024 International Youth Day and Swachh Sarthi Club Event.

Scope of Work:

As part of the scope of this RFP, the SBM(U), UP intends to procure and distribute Item which include Printed T-shirts, Caps, Badges for Swachh Bharat Mission- Urban Event on 12th August on the occasion of International Youth Day. Exact consignee details shall be given at the time of issuing letter of award. The following is the tentative supply plan for the items.

Time is of essence in the contract. The successful bidder should ensure the below supply plan at the minimum. The entire supply of the items listed in BOQ to be completed within 1 days as per the plan mentioned in the table below. Relevant penalty clauses as mentioned in the RFP shall be invoked in case of delay in delivery.

F. Eligibility Criteria

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India from last 3 (three)years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.

2.	Bidder must have minimum average annual turnover of 10 Lakh in the last 3 audited Financial Years ending March 2024	Statutory Auditors certificate and Balance Sheet & Profit and Loss Account for the last three financial years. Statutory Auditor's Certificate is mandatory.
3.	The bidder must have satisfactorily completed supply of items mentioned as per BOQ, to any Govt./ PSU/ Autonomous Body/ Local Body, of not less than 10 Lakh during the last three years.	The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority shall be submitted.
4.	Bidder should not have been declared blacklisted/debarred by any Central/ State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission. Even if the matter against the blacklisting/ debarment is under litigation and outcome of the litigation is not final, such bidder shall not be eligible.	Blacklisting Affidavit

- All certifications and product literature should be submitted as part of technical bid. Wherever applicable, product literature should clearly mention specifications of the so that the product can be compared with tender requirements.
- Bidders are required to submit compliance to all technical Specifications of the tender

Financial Bids for only those bidders who are meeting the eligibility criteria / conditions shall be opened

G. Terms of Reference

Scope of Services

The Selected Agency shall supply, the Items for SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh as per the below:

Sl. No	Name/Type of Services	Location
1	<i>Supply of Promotional Items and Services for Organizing on 12 the August 2024 International Youth Day and Swachh Sarthi Club Event as mentioned in the BoQ</i>	To be shared at the time of issuance of LoA with successful bidder.

Tender Requirements:

- SWACHH BHARAT MISSION- URBAN Government of Uttar Pradesh invites tenders from experience vendors for the following works:
(A) **Supply of T- Shirts, Caps, Badges etc., as mentioned in BOQ**



The list of requirements as per BOQ is mentioned in Annexure VIII. The agency will be required to supply this as per the indicative supply plan as mentioned above.

Post Supply Inspection: SBM(U), UP representatives shall mandatorily check the items being supplied. Only after successful verification of the items, it shall be considered as a

successful supply. Any discrepancies found out during the verification shall have to be changed by the **bidder immediately at no additional cost** to the client. The client shall issue an inspection note to the bidder which shall be submitted by the bidder for raising invoice for payment.

H. List of Annexures

Sl. No	Description	Annexure
1.	Tender Submission Letter	Annexure-I
2.	Bidder's Authorization Certificate	Annexure-II
3.	Format of Financial Capacity	Annexure-III
4.	Registration Certificate of the Company	Annexure-IV
5.	Power of Attorney	Annexure-V
6.	Organizational Background	Annexure – VI
7.	Information on Bidder's Organization	Annexure–VII
8.	Requirements of items as per BOQ	Annexure-VIII
9.	Work Experience	Annexure-IX
10.	Format for Performance Security (not require)	Annexure-X
11.	Authorization letter format	Annexure-XI

Annexure-I: Tender Submission Letter

To,
The State Mission Director,
Swachh Bharat Mission- Urban
SBM Directorate,
Gomti Nagar Extension Lucknow – 226002

Sub: RFP for Supply of Promotional Items and Services for Organizing on 12 the August 2024 International Youth Day and Swachh Sarthi Club Event.

Ref: RFP No./ REF NO. _____/_____/_____

I/ We, the undersigned, offer to provide the above services to Swachh Bharat Mission- Urban, Government of Uttar Pradesh. We are hereby submitting our bid.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the SBM(U), UP terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to Swachh Bharat Mission- Urban, Government of Uttar Pradesh any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between Swachh Bharat Mission- Urban, Government of Uttar Pradesh and us subject to the modifications, as may be mutually agreed to, between Swachh Bharat Mission- Urban, Government of Uttar Pradesh and us.
- (g) We agree to keep this bid valid for acceptance for a period of Ninety Days (90) days from the date of opening the bid.

We understand that Swachh Bharat Mission- Urban, Government of Uttar Pradesh is not bound to accept any tender that Swachh Bharat Mission- Urban, Government of Uttar Pradesh receives.

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder



Annexure-II: Bidder's Authorization Certificate

To,
The State Mission Director,
Swachh Bharat Mission- Urban
SBM Directorate,
Gomti Nagar Extension Lucknow – 226002

Sub: **RFP for Supply of Promotional Items and Services for Organizing on 12 the August 2024 International Youth Day and Swachh Sarthi Club Event.**

Ref: RFP No.

Dear,

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender No_____dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you while processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you, Name of
the Bidder:

Authorized Signatory:

Verified Signature:

Seal of the Organisation:

Date:

Place:

Note: Please attach the valid power of attorney in favour of the person signing this authorization letter

Annexure-III: Format for Financial Capacity

Financial Year	Annual Turnover of the Bidder
2021-22	
2022-23	
2023-24	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports and a certificate from the statutory auditor of the company.

Annexure-IV: Registration Certificate of the company

Registration Certificate to be included

Annexure VI: Organizational Background

Provide here a brief (two pages) description of the background and organization of your firm/entity.

- Organization Structure
- Past Experience in similar work
- Clientele of company/firm/agency
- Geographical Presence of Firm/Agency/ Company



Annexure VII: Information on Bidder's Organization

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	
12.	Details of clients to whom Items have been supplied in the last 5 years with details of value of supplies (Copies of award letters/supply orders)	
13.	Declaration of the bidder that no case/dispute/claim with arbitration court/consumer forum etc. are pending as on date of release of RFP (Declaration on Rs. 100 stamp paper)	

Details of last 3 years to be produced in following format

Turnover amount	Financial Year

Note: Please attach all the relevant documents like Power of Attorney (Annexure V), Certificate of Incorporation, GST IN, TAN, PAN

..... Name

of the Bidder

.....

Name and Signature of the Authorized Signatory

Annexure VIII: As per BOQ requirement below (Bidder need not require to quote here) this is for reference only.

S.No	Description of Work / Item(s)	No.of Qty/ Dimension	Units	Rate (in Rs)	Amount	In words
Flower Decoration						
1	Exotic Fresh Flower Decoration on Main Stage with floral garden on Podium, Garden décor on dias and entry gates and points or as and where required	1	Job			
2	Rose/ petals	20	Nos			
3	Momento	3	Nos			
Branding						
1	Providing & Fixing of Flex Standee on Wooden Frame 8ft x 4ft x 10 nos.(In 10 Qty)	320	Sqft			
2	Providing & Fixing of Flex of required size as Back Drop on Wooden Frame 10ft x 8ft x 2 (In 2 Qty)	160	Sqft			
3	Providing & Fixing of Flex Gate Box Type on Iron Frame 30ft x 3ft & 12ft x 3ft (1 in Qty)	654	Sqft			
4	Providing & Fixing of selfie zone on wooden Frame 28ft x 8ft	224	Sqft			
	Hiring & Fixing of LED Screens: - Digital projection screens , LED having brilliance for outdoor/Indoor use. LED screen. with all electrical cabling including fibre optics cabling with data voice connecting from control room to all LED in a loop including trail run, testing 1 days before the event and removing the same after the event is over.					
1	Plasma 50 inch with Stage Down Stand with complete setup	2	Nos			
2	Camera with connection to LEDs/ Plasma with three way coupler	2	Nos			
Others						
1	Certificate without frame A 4 Size	500	Nos			
2	Internet Leased Line (100mbps Speed)	1	Nos			
3	Zoom Meeting Setup (Counting 1000 Participants)	1	Job			
4	Polo Neck T. Shirt with logo Prints	600	Nos			
6	Cap with logo Prints	600	Nos			
Note *- Any other work as per the Job required during the Events can be considered on Job basis						

- Bidder should have ability to offer sufficient supply and ordering flexibility to cover the unpredictable size distribution.
- A Bidder should have ability to supply short runs to meet additional items requirements at extremely short notice, to cater for increases in participants number or changes in size demographics.
- Bidder should have ability and appropriate contingency plans to deliver the kit within the proposed time frames.



(ii) **Design and Look:**

- The design and looks should be as per the Prototype provided by the SBM(U), UP
- The size wise distribution will be informed after/along with order placement.

Annexure IX: Work experience Format

Years	Organization Name	Similar Works Experience	Work Order No/ Date	Amount

Work order copies/agreement copies/client certificate to be provided for all similar works.

(Signature of the Bidder)

With Address and Seal of the Organization

Annexure XI: Authorization letter Format

(To be Provided along with organization/ Agencies letter head in case the bidder is not manufacturer/distributor of the brand)

Date:

To

The Mission Director

Swachh Bharat Mission- Urban, Government of Uttar Pradesh,

Gomti Nagar Extension-7, UP Lucknow- 226002

Respected Sir,

Our Company, M/S _____(name of the company providing guarantee) is the Supplier/Indian distributor of the specified Items in BOQ

We hereby authorize M/S _____(name of the bidder) to bid for tender floated by your organization for supply of specified Items in BOQ. Any warranty agreement entered by M/S _____(name of the bidder) will be duly supported by _____(name of the company providing guarantee) during the warranty period.

Seal of the company along with signature of authorized representative.

Financial Proposal Form

Financial Proposal to be submitted separately through hand and not with the technical proposal as per BOQ

S.No	Description of Work / Item(s)	No.of Qty/ Dimension	Units	Rate (in Rs)	Amount	In words
Flower Decoration						
1	Exotic Fresh Flower Decoration on Main Stage with floral garden on Podium, Garden décor on dias and entry gates and points or as and where required	1	Job			
2	Rose/ petals	20	Nos			
3	Momento	3	Nos			
Branding						
1	Providing & Fixing of Flex Standee on Wooden Frame 8ft x 4ft x 10 nos.(In 10 Qty)	320	Sqft			
2	Providing & Fixing of Flex of required size as Back Drop on Wooden Frame 10ft x 8ft x 2 (In 2 Qty)	160	Sqft			
3	Providing & Fixing of Flex Gate Box Type on Iron Frame 30ft x 3ft & 12ft x 3ft (1 in Qty)	654	Sqft			
4	Providing & Fixing of selfie zone on wooden Frame 28ft x 8ft	224	Sqft			
	Hiring & Fixing of LED Screens: - Digital projection screens , LED having brilliance for outdoor/Indoor use. LED screen. with all electrical cabling including fibre optics cabling with data voice connecting from control room to all LED in a loop including trail run, testing 1 days before the event and removing the same after the event is over.					
1	Plasma 50 inch with Stage Down Stand with complete setup	2	Nos			
2	Camera with connection to LEDs/ Plasma with three way coupler	2	Nos			
Others						
1	Certificate without frame A 4 Size	500	Nos			
2	Internet Leased Line (100mbps Speed)	1	Nos			
3	Zoom Meeting Setup (Counting 1000 Participants)	1	Job			
4	Polo Neck T. Shirt with logo Prints	600	Nos			
5	Cap with logo Prints	600	Nos			
Note *- Any other work as per the Job required during the Events can be considered on Job basis						

Notes:

- 1) Basic rates are per unit.
- 2) The basic and total rate is inclusive of supply, transportation, installation, warranty, and maintenance charges.
- 3) Rates is exclusive of all statutory taxes.
- 4) The applicable rates are valid for a period of 90 days from the date of award of supply order. However, owing to special circumstances, SWACHH BHARAT MISSION- URBAN Govt. of Uttar Pradesh reserves option to have a new rate contract for additional items.
- 5) The above quantity of items is indicative and may be increased or decreased as per actual requirement of SWACHH BHARAT MISSION- URBAN Govt. of Uttar Pradesh.
- 6) In case the preferred bidder is unable to supply the agreed quantity of Items, as per specifications and/or within stipulated time SWACHH BHARAT MISSION- URBAN Govt. of Uttar Pradesh reserves the right to negotiate with the next preferable bidder for supply of some of the items.

The Design of Items as per requirement is attached below

Design of T Shirt



Design of Cap

