

Tender Notice No.: GCSRA/TENDERS/01/2015-16

SECOND ATTEMPT  
TENDER DOCUMENT

FOR

**ENGAGING A CONSULTING AGENCY TO UNDERTAKE SENSITISATION SEMINARS,  
TRAINING PROGRAMMES & OTHER ACTIVITIES ON BEHALF OF GUJARAT CSR  
AUTHORITY.**

**Through On Line Tendering process only**

**Gujarat CSR Authority**

Address: GSFC TOWERS, opp. Drive In Cinema,

B/h Reliance Mart,

Bodakdev, Ahmedabad- 380054

Phone:079-40192052

Email:pm@gcsra.org

November 30, 2015

## Notice Inviting On Line Tender

### Details about Tender, Tender Notice Number: **GUJ/CSR/01/2015-16**

Name of the Organization	<b>Gujarat CSR Authority</b>
IFB No. /Tender Notice No.	Tender Notice No.: GCSRA/TENDERS/01/2015-16
Name of the Project	Annual Work Plan: 2015-16
Name of the Work	ENGAGING A CONSULTING AGENCY TO UNDERTAKE SENSITISATION SEMINARS, TRAINING PROGRAMMES & OTHER ACTIVITIES ON BEHALF OF GUJARAT CSR AUTHORITY
Period of Contract	<b>18 months</b> after the Contract has been signed with the successful bidder
Bidding Type	Open
Bid Calls (Nos)	One
Class of Bidder	Not Applicable
Tender Currency Type	Single
Tender Currency Settings	Indian Rupees (INR)
Amount Details	
Bid Document Fee	Rs. 2500/- in the form of Demand draft
Bid Document Fee payable to	<b>Gujarat CSR Authority, Payable at Ahmedabad</b>
Bid Security /EMD (INR)	Rs. <b>25,000/-</b> (Rupees twenty-five Thousand only) in the form of Demand draft
Bid Security/ EMD in favour of	<b>Gujarat CSR Authority, Payable at Ahmedabad</b>
Tender Dates	
Bid Document downloading start Date	Between 30/11/2015and 04/01/2016
Bid Document downloading end Date	04/01/2016
Pre-bid meeting	On December 11, 2015, At the office of <b>Gujarat CSR Authority, Ahmedabad</b>
Last date & Time for Receipt (Submission) of Technical & Financial Bids	January 04, 2016 till 16:00Hrs.
Date of Tender opening	January 04, 2016
Bid Validity period	<b>120</b> days from opening of Price Bid
Submission of certain	Submission of EMD, Tender fee and other

documents	documents in the office of <b>Gujarat CSR Authority, Ahmedabad before the last date</b>
Remarks	Bidder shall submit their Financial offer in electronic format on website of n-procure, after digitally signing the same. Offers which are not digitally signed will not be accepted. No Financial offer in physical form will be accepted and any such offer received by Client will be out rightly rejected.
Phone	<b>079-40192052</b>
Other Details	
Officer Inviting Bids	CEO, GCSRA, Ahmedabad
Bid Opening Authority	<b>CEO, GCSRA, Ahmedabad</b>

### **General Terms and Conditions**

1. Bidders can download the Tender document from the website.
2. Bidders have to submit financial bid in Electronic form only on n-procure website till the last date and time of the submission.
3. Financial bid in physical form will not be accepted in any case.

Bidders who wish to participate in on line tenders will have to procure /should have legally valid Digital Certificate as per Information Technology Act -2000 using which they can sign their electronic bids. Bidders can procure the same from any license certifying authority of India.

Other Terms & Conditions are as per detailed Tender documents.

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## **Invitations for Bids (IFB)**

Gujarat CSR Authority (“GCSRA”) was established in April 2015 under the administrative control of the Industries and Mines Department (“IMD”), Government of Gujarat. The Authority is operative throughout the State of Gujarat and the Honourable Chief Minister of Gujarat, Smt. Anandiben Patel, is the Chairperson of GCSRA’s Advisory Board. The mission of GCSRA is to catalyze sustainable growth by creating an enabling environment for the corporate sector to work in partnership with the Government, Non-Government, and Civil Society Organizations, as well as Community Organizations in the field of Corporate Social Responsibility. The thrust areas of GCSRA are as follows:

- a. Addressing the issue of malnutrition;
- b. Improving access of poor to low cost diagnostic health care;
- c. Construction of Community Toilets under Swachh Bharat Abhiyan;
- d. Skilling for Livelihood; and
- e. Promotion of Entrepreneurship and Innovation

GCSRA, as part of its Annual Work Plan for the first year, has decided to undertake following activities to meet its stated objectives. It is felt that the expertise of an experienced Consulting Agency will help the Organisation streamline its initial operations and achieve the pre-determined training and sensitization activities. The Consulting Agency is expected to undertake activities including, but not limited to, the followings-

### Activity group-1

- a. Holding Sensitisation Seminars, national seminars and seminars with various stakeholders; and
  - b. Organising short-term training programmes for key implementing officers of major Companies.
- Activity group-2
    - a. Registration of CSR plans of Companies working in Gujarat and tracking their progress;
    - b. Holding meetings with various PSUs & multi-national companies working in Gujarat;
    - c. Developing 20-25 small Project Profiles of 4-5 pages each;
    - d. Developing information packs; and
    - e. Providing professional support to GCSRA.

Specific tasks to be undertaken by the Consulting Agency are mentioned in Article-2 of this tender document.

## **SCHEDULE FOR INVITATION OF TENDER**

### **TENDER NAME:**

“Engaging a Consulting Agency to undertake Sensitisation Seminars, Training Programmes & Other Activities on behalf of Gujarat CSR Authority”

Advertisement of Notice Inviting Tender	Between 30/11/2015 and 10/12/2015
Downloading of Tender Document	Between 30/11/2015 and 04/01/2016 3:00 pm
Pre-Bid Meeting	December 11, 2015 at 12.00 noon at GCSRA office, Ahmedabad.
Last date of submission of bid	January 04, 2016 till 16.00 hours
Bid Submission Address	GCSRA office, 3 <sup>rd</sup> Floor, GSFC Tower, Drive-in Road, Near Reliance Mart, Bodakdev, Ahmedabad-380054
Technical Bid Opening Date and Time	January 04, 2016 at 17:00 hours
Venue for technical Bid Opening	GCSRA office, Ahmedabad

### **Note:**

1. Please address all queries and correspondence to the Gujarat CSR Authority, Ahmedabad through email to **pm@gcsra.org**.
2. If the office of the Gujarat CSR Authority happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the office up to the same time and at the same venue.
3. Please quote Reference Number of tender in all your correspondence.

### **General Instructions:**

1. Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com> . Further; participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can



sign their electronic commercial proposal. Bidders can procure the same from an agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a valid Digital Certificates need not procure a new digital certificate.

2. Technical bid: Bidders shall submit physically their bids in **TWO SEPARATE PARTS** in sealed envelopes super-scribed with due date, time, project and nature of bid.

a) **PART-I**

Bid Security and Price of one copy of Tender Document in a separate sealed envelope superscripted with Tender Document Number. Please enclose EMD of Rs. 25,000/- **AND** Price of one copy of Tender Document Rs. 2500/- in the form of two separate Demand Drafts drawn in favour of “Gujarat CSR Authority” payable at Ahmedabad.

b) **PART-II**

Original and one copy of TECHNICAL BID complete with all technical and commercial details except the prices. Original printed documents shall be considered authentic.

**Note: Filling up prices in Part-II will render the Bidder disqualified**

The envelopes containing Part-1 and Part-II of the offer should be enclosed in a larger envelope duly sealed. The attached CUT-OUTS Slips shall be filled and pasted on the envelopes. All pages of the offer must be signed.

c) **Financial Bid: Bidder shall submit the “FINANCIAL BID” on line only**

- d) Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviation, article-wise, in your bid under the heading “Deviation”.

- e) Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

- f) Bidder shall quote the prices of services as mentioned valid for 120 days.

The price of one copy of Tender Document is Rs. 2500/- , which can be paid by crossed Demand Draft (Non-refundable). The Demand Draft may be drawn in favor

of “Gujarat CSR Authority” payable at Ahmedabad from any scheduled or nationalized Bank.

The bidder may also submit the tender document fees and EMD amount to the account of GCSRA as mentioned below. The bidder may attach the receipt of payment along with the bid.

Name: Gujarat CSR Authority

Bank: Corporation Bank

Branch: Navrangpura

Account: 033500101025047

IFSC Code: CORP0000335

For and on behalf of GCSRA,

Chief Executive Officer

Important Data

**To be pasted on the outer envelope containing the Demand drafts of Bid Security and Price of one copy of Tender Document.**

DO NOT OPEN-THIS IS BID

Part-1

PROJECT	Engaging a Consulting agency to undertake training and sensitization activities and support GCSRA in its annual work plan
Due Date and Time	January 04, 2016 till 16.00 hours
From: <Name of the Bidder> <Address>	To: Gujarat CSR Authority, Drive-in Road Ahmedabad.  Phone No. 079-40192052

**To be pasted on the outer envelope containing original and one copy of Technical Bid.**

DO NOT OPEN-THIS IS BID

Part- II

PROJECT	To engage a consulting agency to undertake sensitisation seminars and training programmes on behalf of Gujarat CSR Authority
Due Date and Time	January 04, 2016 till 16.00 hours
From: <Name of the Bidder> <Address>	To: Gujarat CSR Authority, Drive-in Road Ahmedabad.  Phone No. 079-40192052

**To be pasted on the outer most envelopes containing the Bid security & Tender Fee ( Part-I) and Technical Bid (Part-II).**

DO NOT OPEN-THIS IS BID

PROJECT	ENGAGING A CONSULTING AGENCY TO UNDERTAKE SENSITISATION SEMINARS, TRAINING PROGRAMMES & OTHER ACTIVITIES ON BEHALF OF GUJARAT CSR AUTHORITY
Due Date and Time	January 04, 2016 till 16.00 hours
From: <Name of the Bidder> <Address>	To  Gujarat CSR Authority, GSFC TOWERS, opp. Drive In Cinema, B/h Reliance Mart, Bodakdev, Ahmedabad- 380054 Phone No.079-40192052

**CHAPTER-1: INSTRUCTIONS TO THE BIDDERS**

**Article -1: Definitions**

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

1. “Agreement” means the document signed by the Gujarat CSR Authority, Ahmedabad and the bidder that incorporates any final corrections or modifications to the Tender and is the Legal document binding both the parties and conditions of the Contract.
2. “Authority” shall mean Gujarat CSR Authority.
3. “Bid” means the complete bidding document submitted by the bidder to the Client and shall include any corrections, addenda and modifications made therein.
4. “Bidder” shall mean a corporate entity or a society or a service providing firm eligible to participate in the Tender in the stages of Pre-qualification, Bidding process and shall include the successful Bidder during the currency of the Contract.
5. “Contract Period” shall mean entire term of the contract as indicated in the Article 1, Chapter IV.

6. “Contract” shall include the Terms of Reference as outlined under Chapter III within time limits indicated under Article I, Chapter IV for which the Bidder shall be paid in accordance with the terms and conditions of the Agreement.
7. “Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Bidder selection and Contract execution.
8. “Financial Capability” means financial worthiness of Bidders as per the terms of Tender.
9. “Government” shall mean the Government of Gujarat.
10. “Local Language” means the language declared by the concerned State Government as their official language.
11. “Tenderer” means the organization/institution which is floating this tender i.e. Gujarat CSR Authority, Ahmedabad.
12. “Total Accepted Tender Value” means the total value of services and supplies as covered under this Tender and agreed upon by the Tendered and the Bidder.

#### **Article -2: Proposed Assignment**

GCSRA, as part of its Annual Work Plan for the first year, has decided to undertake following activities-

##### **Activity Group-1:**

- A. Holding Sensitisation Seminars-
  - i. Organising six regional seminars of one day each in the State of Gujarat. Target participation of 150 persons/delegates for each program;
  - ii. Organising one National Level Seminar of two days with target participation of 100 persons/delegates;
  - iii. Holding three seminars with Company Secretaries with target participation of 50 persons per session; and
  - iv. Holding three seminars with CSR Heads of major Companies and target participation of 50 persons per session.
- B. Holding four short term training programmes on developing CSR approach of the Company, designing meaningful outcome-based projects, management of social sector projects, induction of quality manpower, monitoring & review, impact assessment, documentation, etc. Each program is expected to have approximately 30 participants.

## Activity Group-2:

- A. Registration of CSR plans of Companies working in Gujarat, and
  - i. Uploading them on GCSRA website;
  - ii. Certification of their CSR expenditure on optional basis;
  - iii. Rating of CSR activities of various Companies; and
  - iv. Instituting 5-6 State level awards for the Companies carrying out noteworthy activities, following good governance practices, making a difference, innovative initiatives, etc.
- B. Holding meetings with various PSUs for improving their CSR spend in Gujarat. At least three such meetings with Banks, other PSU and multinational companies are planned during the year.
- C. Developing at least 25-30 small project profiles of 4-5 pages each on innovative CSR ideas and uploading them on the Authority's website for independent implementation by interested Companies.
- D. Developing information packs on relevant topics and issues and uploading them on the Authority website to create knowledge base for CSR practitioners.
- E. Providing professional support to the Authority by deploying skilled manpower (1 Senior Consultant & 2 Junior Consultants) temporarily till GCSRA's own inductees are in place and trained to implement remaining activities of AWP such as offering strategic support to serious CSR initiatives, carrying out assessment of credible partners, providing monitoring, evaluation, impact assessment and documentation support and implementing plans for the thrust areas.

Specific tasks expected from the Consulting Agency in this regard are as follows-

## For Activity Group-1:

- a. Analysis of Client's requirements;
- b. Need assessment of the requirements of other Stakeholders;
- c. Designing tailor-made programmes and obtaining comments & approval of the Client;
- d. Selecting competent partner agency and reputed experts to implement the programmes;
- e. Canvassing the programmes, registering participants and collecting programme fees from them;
- f. Organising the programmes:
- g. Collecting the feedback from individual participants, analysing the feedbacks and submitting a programme-end analysis along with suggestions for further improvement to the Client; and

- h. Conducting a rapid impact assessment study of individual programmes and submitting the findings to the Client.

For Activity group -2:

- a. Assessing the availability of Authority's own manpower and gaps on the basis of current year's action plan of the Authority;
- b. Providing well-trained manpower to the Authority on short-term basis; and
- c. Evaluating the performance of seconded manpower on the basis of inputs received from the Client and taking remedial steps;
- d. Engaging experienced and capable writers for developing the web content for the Client, organising their interactions with the Client and supervising their performance; and
- e. Developing and managing the data base of Companies in Gujarat, their CSR funding and initiatives supported by them.

Further clarifications on the specific tasks are mentioned below-

GCSRA, as part of its Action Plan for the current year, has decided to undertake following activities-

As there is an urgent need for capacity building of various Companies and their CSR personnel in order to ensure a meaningful CSR initiatives and their monitoring, the Authority is considering to engage a Consulting Agency to undertake some of the activities on behalf of the Authority.

Specific terms of this assignment will be as follows-

Activity group-1: Organising sensitisation seminars and training programmes for the Stakeholders on profit sharing basis-

**a. Analysis of Client's requirements**

Consulting Agency will hold discussions with the Client to assess the requirements, proposed outcomes, level of participants, etc. in order to obtain a fair idea of the expectations, roles of respective agencies, approach to be followed, etc.;

**b. Need assessment of the requirements of other Stakeholders**

Consulting Agency will identify a reputed trainer who will conduct field visits to 2-3 cities in the State where a large number of registered Companies are head quartered or having their main operations, meet their CFO, Company Secretaries and officials handling the CSR initiatives, hold discussions with them to ascertain their specific requirements, support needed, concerns, quality of their existing CSR work, their present review & monitoring systems, etc.

Consulting Agency will also be expected to visit few CSR initiatives in the field and meet the implementers and beneficiaries to understand their opinion about the on-going work, its medium term sustainability and the nature of credit which is accruing to the funding Company from these initiatives.

Consulting Agency will submit a detailed report at the end of this task, which will also contain its suggestions on the design of seminars and training programmes, level of participants and expected outcomes from individual activities.

**c. Designing tailor-made programmes and obtaining comments & approval of the Client**

On the basis of the need-assessment exercise carried out by the Consulting Agency, it will develop the broad outline and design of the proposed training programmes and seminars, identify likely institutions of repute (for example, IRMA, EDI or any other similar organisation or University) who can be approached for conducting these programmes on co-branding basis with GCSRA and hold discussions with the Client. Suggestions of the Client will be incorporated in the programme design.

**d. Selecting competent partner agency and reputed experts to implement the programmes**

Consulting Agency will hold discussions with the identified institutions who can conduct the seminars or training programmes, develop broad contours of the programmes and detailed modules in such a way that the agreed upon objectives and outcomes are likely to be achieved. As it is not possible for any single Institution to have all the necessary expertise, it is expected that at least 50% of the speakers or trainers will be drawn from outside. Consulting Agency will also be responsible for ensuring that all the speakers and trainers are suitably briefed beforehand about the expectations from them and likely areas which should be covered by them. Final modules will be submitted to the Client for their approval.

**e. Canvassing the programmes, registering participants and collecting programme fees from them**

Consulting Agency will be responsible for developing and printing programme brochures, sending them to various Companies, publishing few advertisements in local newspapers to make the efforts widely known, etc. It will also be responsible for registering the participants, sending them pre-course inputs, case studies and exercise material and collecting the programme fees on behalf of the GCSRA. It is expected from the Consulting Agency that every seminar will have an average of 75 paid participants and training programme will have 30 participants.



**f. Organising the programmes**

Consulting Agency and its partner Institution(s) will be solely responsible for conducting the seminars and training programmes, which will *inter alia* include activities like hosting pre-training programme dinner, arranging suitable boarding & lodging arrangements for the participants and external speakers, travel arrangements for field visits, printing certificates of participation, carrying out end-of-programme assessment of participants, obtaining end-of-programme feedback and other inputs from the participants and speakers and sending a follow up letter to every participant. It is also expected that at least one training co-ordinator of the Consulting Agency attends every session and gives her/his inputs directly to the Client.

**g. Collecting the feedback from individual participants, analysing the feedbacks and submitting a programme-end analysis along with suggestions for further improvement to the Client**

The feedback forms so obtained from the participants and speakers will be consolidated and analysed by the Consulting Agency immediately at the end of every programme and its summary, along with a set of course material and suggestions for improvements in future will be submitted to the Client.

**h. Conducting a rapid impact assessment study of individual training programmes and submitting the findings to the Client**

Consulting Agency will conduct a rapid impact assessment of every training programme by contacting at least 5 participants and their supervisors after about 6 months and assess the lasting impact of the training programmes and to what extent the pre-decided outcomes were met. Such rapid impact assessment reports will be submitted to the Client.

Activity Group-2:

**a. Assessing the availability of Authority's own manpower and gaps on the basis of current year's AWP**

Consulting Agency will be expected to assess overall work load of the GCSRA personnel on the basis of the AWP, develop organogram, their job chart and performance norms including their KPI & KRA for them, find the manpower gap along with the skill sets required.

**b. Providing well-trained manpower to the Authority on short-term basis and assessing their performance on the basis of inputs received from the Client**

Once the manpower gaps are identified through the above process, the Consulting Agency will be expected to supply up to six skilled personnel who will carry out the

remaining tasks. Consulting Agency will be expected to assess their performance and quality of work done on the basis of inputs received from the Client and will undertake required remedial measures in order to ensure that the Authority timely completes its AWP with desired quality.

**c. Engaging experienced and capable writers for developing web content for the Client**

Consulting Agency will be required to submit a panel of highly accomplished documentation persons having experience of developing social sector projects to undertake the task of (i) Developing at least 25-30 small project profiles of 4-5 page each on innovative ideas and uploading them on the Authority's website for independent implementation by interested Companies, (ii) Developing information packs on the areas under **schedule 7, section 135 of Companies Act, 2013** and uploading them on the Authority website to create knowledge base for CSR practitioners, and (iii) documentation of about 10 best practices or unique initiatives taken up under CSR in the State.

For developing small project profiles, Consultant has to prepare an indicative list of innovative ideas which falls within the CSR mandate, finalise the list in consultation with GCSRA and then proceed.

The information packs are expected to cover the current situation of the sector, on-going efforts, key data, some of the best practices, list of experts who can be contacted for guidance, likely approaches which may improve the outcomes, etc.

**d. Developing and managing data base of Companies in Gujarat, their CSR spend and initiatives supported by them**

Consulting Agency will be required to develop suitably simple formats and undertake registration of CSR plans of Companies working in Gujarat by actively approaching them and regular follow up. It will upload the data and information obtained from them on GCSRA website. In addition to this, it will also develop a system and help the Authority to select individuals & agencies who can undertake the task of certification of these Companies' CSR expenditure on optional and payable basis, and impart meaningful training to such persons. It will also develop a grievance redressal mechanism to handle complaints concerning this activity and a simple performance appraisal system to objectively assess the work of such persons.

**e. Rating of CSR activities of various Companies**

Consulting Agency is expected to develop a rating system for assessing the CSR activities of individual Companies on few important parameters, identify rating team and train them, develop a simple performance measurement system for the rating team members.

**f. State level awards for the Companies**

Authority also intends to institute few awards for the Companies carrying out noteworthy work in the CSR sphere. Some of these awards can be for their work like carrying out unique initiatives, following good governance practices, making a difference, high impact projects, etc. The Consulting Agency is expected to develop details of individual awards, selection procedure and parameters and train the manpower of the GCSRA in carrying out this important task objectively.

**Team composition**

The team to be proposed by the Consultant must have adequate number of subject experts, training expert, officers who will design and implement seminars & workshops, documentation experts, analyst, researcher, project writers and experienced personnel to handle other tasks.

Article-3: Eligibility Criteria for Bidders

Sr. No.	Criteria	Minimum Requirements	Supporting Documents
1	Experience of having handled similar or related involving documentation, training, sensitization, managing key administrative activities on behalf of a Client in last three years	Total of 3 (Three) assignments	A list of assignments duly <b>self attested.</b>
2	Annual Turn over	Rs. 70 lakhs, average for the last three years	Audited balance sheet
3	Consultancy experience of the Company	Minimum 3 (three) years	Audited balance sheet and Certificate of Incorporation of the entity
4	Presence in Ahmedabad		Self attested copy of the Office address in Gujarat.

			(or) For those agencies who do not have presence in Ahmedabad, a letter of undertaking stating that although there is no office in Ahmedabad at present, but it will be set up before signing of the agreement and commencement of work
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**CHAPTER-2 GENERAL TERMS AND CONDITIONS**

**Article -1: Checklist of Documents comprising the Bid**

The bid document shall have the following documents:

**Part-I**

Earnest Money Deposit and Price of one copy of the Tender Document in the form prescribed in the Tender.

**Part-II**

1. Bid signed and sealed (with official seal) in original (with photocopies in copy I) on all pages with all pages duly numbered.
2. A CD containing the soft copy of the Technical Bid and scanned copy of the documents submitted.
3. In case bidder is a company- Certified copy of incorporation for companies & Memorandum and Articles of Association; Or

In case the bidder is a society- Certified copy of registration deed with objects of constitution of society; Or

In case of firm- Certified copy of the Registration Deed; Or

In case of Trust- Certified copy of the Trust Deed.

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

4. List of present Director/ owners/executive council members/trustees/board members as applicable.
5. Approach paper elaborating the Bidders concept of the proposed assignment, his contribution to improve the feasibility of the assignment, etc.
6. Current Service tax or VAT Clearance Certificate and certified copy (duly signed) of Service tax and VAT Registration Certificate.
7. General power of attorney/Board of Directors resolution/Deed of Authority contract and all correspondence/documents thereof.
8. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years 2012-13, 2013-14 & 2014-2015 .In case, the last year's accounts were not audited so far, the same may be sent latest by .....
9. Documentary evidence (signed by authorized signatory) proving that bidder fulfills the eligibility criteria stated in Article 3, Chapter I.
10. Documentary evidence (signed by authorized signatories) proving that bidder has provided all the data and documents required for carrying the evaluation of their Bid as per the parameters given at Article 22: Bid Evaluation, Chapter II
11. Clause by clause compliance statement for the whole Tender Document including all Annexures.
12. All deviations and/or non-compliance clauses shall be listed separately.
13. Details in the formats as given at Annexures (Please check all the Annexures).

#### Article -2: Bid Document

Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

#### Article -3: Clarification on Bid Document

Bidders can seek written clarification within 5 days from the date of issue of the tender document, to Gujarat CSR Authority, Ahmedabad by emailing at [pm@gcsra.org](mailto:pm@gcsra.org). The clarification shall be issued without any delay.

#### Article -4: Amendment of Bidding Documents

1. At any time prior to the deadline for submission of the bids, for any reason, whether at its own initiative or in response to the clarifications requested by perspective Bidders, Client may modify the bidding documents by amendment and such modifications will be posted on the website of the Authority.
2. All prospective Bidders who attend the pre-bid meeting will be notified of the amendments and such modifications will be binding on them. In order to allow perspective Bidders a reasonable time to take the amendment into account in preparing their bids, Client, at its discretion, may extend the deadline for the submission of the bids. Such decisions will also be uploaded on the website of the Client before the last date of submission of bids.

#### Article -5: Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Client shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of relevant pages in English. For the interpretation of the bid, the translation shall govern.

#### Article -6: Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid and Client will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

#### Article -7: Bid Forms

1. Wherever a specific form is prescribed in the Tender Document, the Bidder shall use the form to provide the relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases, the Bidder shall design a form to hold the required information.
3. Client shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

#### Article -8: Fraudulent & Corrupt Practices

1. Fraudulent practice means a misinterpretation of facts in order to influence the procurement process or the execution of contract and includes collusive practice among the Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of benefits of free and open competition.
2. Client will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the contract(s).

#### Article -9: Lack of Information to Bidder

The Bidder shall be deemed to have carefully examined the tender document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the document.

#### Article -10: Contract Obligations

If after the award of the contract the bidder does not sign the Agreement or fails to furnish the performance guarantee within the prescribed time limit, the Client reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document.

#### Article -11: Bid Price

1. Consulting Agencies interested to undertake this assignment are expected to consider following approach while submitting their financial quotes-

a.. As far as the Activity Group-1 is concerned, the selected Consulting Agency is expected to undertake these tasks on profit sharing basis and will quote the percent of profit which will be shared by it with GCSRA. The Consulting Agency can fix participation fee for individuals and institutions, publicize the programmes suitably with the view to obtain a good participation and make these programmes viable. For the purpose of calculating successful bids, Authority will consider an average estimated revenue of Rs. 49,95,000/- from all the activities covered under this Group.

It can also identify partners who can help in organizing various seminars and training programmes. However, all the seminars and training programmes will have to be co-branded with GCSRA as one of the lead partners.

While submitting the Financial Offer for this Group, the bidders will consider all the likely expenditure and revenue by way of sponsorship, advertisements, participation fee and any other source, arrive at the estimated net surplus and indicate the percentage of the total revenue which it is willing to share with the Client.

B. The cost of tasks covered in Activity Group-2 will be fully reimbursed by the Authority, along with a pre-agreed profit margin for the Consulting Agency towards management cost. To illustrate, Authority will reimburse the agreed full cost incurred by the Consulting Agency towards the temporary manpower, documentation expert, research associate for developing information packs and personnel for data base management. The percentage of profit on the actual expenditure on the activities covered under this Group to be charged by the Consulting Agency on these services will have to be quoted separately in the financial bid document.

In order to ensure high quality output from the experts developing project profiles and information pack, GCSRA may consider agreeing to their re-imburement on the man-day basis and per man-day fee may be calculated on the basis of average fee claimed by the expert on the last 2 assignments.

For the purpose of calculating successful bids, Authority will consider an estimated cost of Rs.21,30,000/- lump sum for all the activities covered in Activity Group-2.

2. The Financial bid should indicate the prices in the format/price schedule given at the Annexure I. Bidder shall categorically confirm strict compliance with the following stipulations in respect of their offer-
  - a) Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the Client in any way concerning scrutiny/consideration/evaluation/comparison of the bid or decision concerning award of contact shall entail rejection of the bid.
  - b) The Bidder should indicate precise rates for i) individual activities in terms of % of total actual cost incurred/ recovered for Activities group-1 ii) % of profit margin on actual cost of Activities group-2 based on the payment strategy specified in this section. The successful bidder will be expected to subsequently submit the CV of all the personnel and experts proposed to be deployed on this assignment, along with their per day or monthly fees.
  - c) Bids should be submitted directly by the Bidder.
3. Client reserves the right to seek clarification/justification from the Bidder on the bid price in case Client deems it necessary. Based on the justification provided by the



Bidder, if Client feels that the price is unrealistic/ infeasible in order to execute a project of this nature, Client reserves the right to reject the said bid. The Bidders shall be governed by the decision of the Client.

#### Article -12: Bid Currency

For the services required in the Tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.

#### Article-13:Bid Security/Earnest Money Deposit

1. The Bidder shall furnish, as part of the Bid, a bid security for the amount of Rs.25,000/- (Rupees Twenty Five Thousand only) by DD in favor of Gujarat CSR Authority, payable at Ahmedabad issued by any nationalized bank in India in a separate envelope. Only after confirmation of valid bid security, the Technical Bid will be opened.
2. No interest shall be paid on bid security.
3. EMD of bidders not short listed will be refunded within 30 days from the date of declaration of Short-listed Bidders. If the Bidder is short-listed then the security will be refunded within 30 days from the date of signing of the Agreement.
4. The successful Bidder's Bid security will be discharged upon the Bidder signing the contract/Agreement, and furnishing the Performance Guarantee document.
5. The Bid security may be forfeited either in full or in part, at the discretion of Client, on account of one or more of the following reasons:
  - a) The Bidder withdraws their bid during the period of Bid validity specified by them on the Bid letter form;
  - b) Bidder does not respond to requests for clarification of their Bid;
  - c) Bidder fails to co-operate in the Bid evaluation process; and
  - d) In case of successful Bidder, the said Bidder fails
    - 1) to sign an agreement in time; or
    - 2) to furnish Performance Guarantee; or
    - 3) to perform the assignment timely and properly.

#### Article -14: Period of Validity of Bids

1. Bids shall remain valid for 120 days after the date of Bid opening prescribed by Client. A Bid valid for shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the Client may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not permitted to modify the Bid.

The Article -15: Format and Signing of the Bid

1. Bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized (as per Annexure 3) to bind the Bidder to contract Agreement. All pages of the bid, except form un-amended printed literature, shall be initialed by the person or persons signing up the bid. All the pages of the bid should be numbered.
3. The complete bid shall be without alterations or erasures, except those to accord with instructions issued by the Client or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or the persons signing the bid.

Article -16: Sealing and Marking of Bid

Bidder shall submit their bids in two separate parts in sealed envelopes, super-scribed with due date, time, project and nature of bid as under.

Part I:

The Bid security & price of one tender in a separate sealed envelope super scribed with the Tender Document number.

Part II:

Original and one copy of Technical Bid complete with all technical and commercial other than price with prices blanked out. Soft copy of the duly signed Technical Bid in a CD should also be kept in the same envelope.

NOTE: Filling up prices in Part II will render the Bidder disqualified.

The envelopes containing Part I and Part II of bid should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (Formats given earlier) shall be filled and pasted on the envelopes. All pages of the offer must be signed.

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases it is declared "late"

1. If the outer envelope is not sealed and marked as required, the Client will assume no responsibility for the bid's misplacement or premature opening.
2. The Technical and Financial bids shall be placed in separate envelopes and then placed in double envelope as explained above.
3. The bidder should submit the financial bid on line.
4. In addition; the bidder should submit separate sealed envelopes containing the cost breakdown as per the services mentioned in the table given in Chapter-V-Annexure-I. These cost breakdown indicated in the separate envelopes shall not be considered for awarding the bid; however these envelopes shall be opened after the bid has been awarded and the contract has been signed with the bidder.
5. If these envelopes are not sealed and marked as required, the Client will assume no responsibility for the bid's misplacement or premature opening and rejection.

Article -17: Bid due date

1. Bids must be received by the Client at the address specified in the Tender Document not later than the date specified in the bid.
2. The Client may, at its discretion, on giving reasonable notice by fax or any other written communication to all prospective bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the Client and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

Article -18: Late Bid/Conditional Bid/Incomplete Bid

1. Any bid received by the Client after the bid due date/time prescribed in the Tender document shall be rejected.
2. Any bid indicating conditions beyond those indicated in this Tender document i.e. conditional bid shall be rejected.
3. Any bid received by the Client in an incomplete state shall be rejected.

#### Article -19: Modification and Withdrawal of Bid

1. The Bidder may modify or withdraw its Bid after the bid submission, provided that written notice of the modification made, substitution or withdrawal of the bids, is received by the Client prior to the deadline prescribed for submission of bids.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
3. No Bid may be modified subsequent to the deadline for submission of bids.
4. No Bid may be withdrawn in the interval between the deadline for the submission of bids and the expiration of the period of Bid validity specified by the Bidders on the Bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

#### Article -20: Opening of Bids by Client

1. Bids will be opened on the date as mentioned at notice inviting tender in the presence of Bidder's representatives, who chose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance. No separate intimation shall be given to any bidder to attend the same.
2. The Bidder's names, Bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the Client at his/her discretion, may consider appropriate, will be announced at the time of opening.
3. At the pre-decided time, the Client contact person shall open the Technical Bids and list them for further evaluation. The Financial Bids received through e-tendering platform of n-code will be opened after giving prior notice to the technically qualified bidders. Any participating Bidder or technically qualified bidder may depute a representative to witness these procedures.

#### Article -21: Contacting the Client

1. Bidders shall not approach the Client officers outside of office hours and/or outside the Client premises, from time of the Bid opening to the time the Contract is awarded.
2. Any effort by Bidder to influence the Client officers in the decision on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Client, it should do so in the writing.

## Article -22: Bid Evaluation

### A) Parameters and Procedure of Evaluation:

- The Bids will be evaluated on a quality and cost based selection (QCBS) basis. The proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights {T = the weight given to the Technical Proposal = 70%; P = the weight given to the Financial Proposal = 30%; T+ P =100% } using the formula:  
$$S = St \times T\% + Sf \times P\%$$

Bidders must note that- (i) The Client is not bound in any manner to select any of the bidders submitting proposals or to select the bidder offering the lower price.

- ii. The bidder achieving the highest combined technical and financial scores (S) will get the highest rank, followed by others. The firm obtaining the highest number of points will be invited for contract negotiations, with a view to clarify any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign the Contract Agreement. Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure.

#### 1. Technical Evaluation

The technical evaluation and comparison of the bids shall be done for the following parameters-

<b>S. No.</b>	<b>Parameter</b>	<b>Max. score</b>	<b>Documents required</b>
1	Number of years of experience of the Agency in similar or related areas	5	A self attested list of similar or related assignments handled in last 3 years, names of Clients and amount of individual assignments.
2	Average annual turnover of last 3 years	5	A statement of annual turnover certified by the CA
3	Average annual profit of last 3 years	5	A statement of annual profit certified by the CA
4	Quality of Clients	15	A self attested list of Clients for whom the Consulting Agency worked in last 3 years along with details of assignment.

5	Approach and methodology that will be used for the present assignment, including presentation made to the client	35	A comprehensive note mentioning these aspects.
6	Composition of key team members for the present assignment	20	Detailed CV mentioning the qualifications and past experience of the key team members like Project Manager, 2-3 personnel who will be deployed to GCSRA, documentation and project preparation expert, Researcher, Data Manager, etc.
7	Time line for completing individual activities mentioned in the TOR	10	A Gantt chart describing time line for start and completion of individual activities.
8	Presence in Ahmedabad	5	Self attested copy of the Office address in Gujarat. Or a letter of undertaking stating that although there is no office in Ahmedabad at present, but it will be set up before signing of the agreement and commencement of work

Evaluation shall be carried out based on the above parameters and the data and documents provided by the Bidders in support of their claims. The evaluation will be carried out based on the World Bank suggested evaluation methodology for procurement of services as amended by Client. The cut off marks for short-listing based on the Technical Evaluation is 60. The Evaluation committee shall have the right to verify the claims made by the Bidder, in whichever way it deems fit. Based on the Bid Evaluation, only technically qualified Bidders scoring more than the cut-off marks shall be short-listed for Financial Evaluation.

## 2. Financial Evaluation

The Financial bid of only the short-listed Bidders shall be opened. The lowest evaluated financial bid (Fm) will be given the maximum financial score (Sf) of 100 (one hundred) points. The financial scores (Sf) of the other financial proposals will be computed as per the formula:  $Sf = 100 \times Fm/F$ , in which Sf is the Financial score, Fm is the lowest financial quote, and F is the financial quote under consideration.

Financial score will be derived on following basis:

For Activity Group-1, the amount of revenue which is likely to be shared with the Client which will be derived on the basis of pre-decided estimated cost likely to be incurred on all the mentioned activities.

For example, if the estimated revenue from the Activity Group-1 activities is Rs. 30,00,000 and the tenderer has quoted 7% revenue sharing with the Client, the value will be 210,000. Alternatively, if the proposed revenue share is (-) 9%, the value will be (-) 270,000.

For Activity Group-2, the percentage of amount proposed to be paid to the tenderer for carrying out the listed activities will be the basis for calculation and the value will be derived as the product of Client's own estimate for all the activities covered under the Activity Group-2 multiplied by the percentage being proposed to be paid to the tenderer. For example, if the tenderer has proposed 12% as his cost, the value will be Rs. 80,00,000 x 0.12= 960,000.

The overall Financial Score in both the above cases will be as follows-

(i) Case-1:  $210,000 - 960,000 = 750,000$  (Sf); or

(ii) Case-2:  $270,000 + 960,000 = 12,30,000$  (Sf).

#### B) Bid Evaluation Committee:

The above evaluation shall be done by an Evaluation Committee decided by the Client. The Committee shall determine the approach and methodology for the issues which may arise during the evaluation exercise and have not been addressed in this Tender document. The decision of the committee shall be final and binding on all the Bidders.

#### Article -23: The Client's Right to Vary Scope of Contract at the time of an Award

1. The Client may at any time, by a written order given to the Bidder make changes which include inclusion of more User Groups or exclusion of some User Groups within the general scope of the contract.
2. If any such changes cause an increase or decrease in the cost of, or the time required for, the bidder performance of any part of the work under the Contract whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or schedule of implementation or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for the adjustment under this Para must be asserted within thirty (30) days from the Bidder receipt of the Client changed order.

Article -24: The Client's Right to Accept any Bid and to Reject any or all Bids

1. The Client reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to Award of Contract. Without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the grounds for such decisions.

Article -25: Notification of Award & Signing of Contract

1. Prior to expiry of the period of Bid validity, the Client will notify the successful Bidder in writing that its Bid has been accepted and send the successful Bidder the Contract Form.
2. Within 10 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to Client. If he successful Bidder thus selected fails to sign the contract as stipulated, the Client reserves the right to offer the contract to the next lowest Bidder.

Article -26: Performance Guarantee

1. The contract performance guarantee has to be submitted within TEN days of receipt of contract form. The performance guarantee shall be 5% of the Total Estimated Tender Value. The performance guarantee can be in the form of bank guarantee, which shall be valid for duration of 180 days beyond the expiry of contract period.
2. Estimated cost of the assignment will be as follows-
  - a. For Activity Group- 1: Estimated revenue of Rs.49,95,000/- ;and
  - b. For Activity Group-2: Estimated expenditure of Rs.21,30,000/-

Above amount will be used for the purpose of evaluation, performance guarantee and penalties.

3. If the successful Bidder fails to remit the performance guarantee the EMD remitted by him will be forfeited by the Client and the bid will be held void.
4. Upon the successful Bidder's furnishing the performance guarantee and signing of contract documents, the Client will promptly notify all Short-listed Bidders and will refund the Bid Security.
5. The Performance Guarantee format is given at Annexure-3



6. The Performance Guarantee of the successful Bidder shall be refunded within two months from the expiry of the contract and on satisfaction of the **Chief Executive Officer** for execution of the work/settlement of disputes if any.

#### Article -27: Payment Terms

The payment terms will be as follows

1. All the payments to the SP(Service Provider/Bidder) will be made by Client or Project Administrator office directly to the SPs as per the rates finalized in the Tender after completion of the assignments mentioned in Chapter III
2. No advance will be paid.
3. All the payments shall be released on certification of satisfactory provision of the services procured in the Tender document.
4. Payment shall be made on submission of following documents: a) Request letter clearly mentioning the amount of payment, b) Bank details c) certificate of satisfactory service from the designated officer of Client.

#### Article -28: Penalty

1. The Client will levy a maximum of 10% penalty of the Total Accepted Tender Value of the services to be provided by the Bidder in case the Bidder fails to provide the services specified by the Client in the pre-confirmed time schedule. The quantum of penalty shall be decided by the Client and it shall be binding and final.
2. The Client shall terminate the contract on evidence of persistent unsatisfactory performance in the services provided by the SP by giving one month notice.

#### Article -29: The Client's Right to Award the Contract to one or more Bidders

1. The Client reserves the right to award the contract to one or more than one Bidders and split the order among the different Bidders.

#### Article -30: Offering Employment

1. Bidder shall not offer any employment to Client staffs in same project bided for, nor should it involve any staff earlier worked with Client in the same project bidder has bided for. These kinds of practices are highly objectionable and shall not happen without knowledge & prior written permission of Client.

### **CHAPTER-3: SPECIAL TERMS AND CONDITIONS OF CONTRACT**

#### Article -1: Contract Period

1. The service shall commence within one month from the date of signing of the Agreement and shall continue thereafter for a period of 18 months.
2. The services provided by the consultant shall be reviewed by the Client periodically. The contract may be extended for another 18 months to take up additional upcoming assignments as may be mutually decided on agreed terms and conditions.

#### Article -2: Bidder's Obligation

1. The Bidder shall appoint a senior Authorized person as "Coordinator-Bidder" to coordinate with the Client in all matters related to Bidder for the satisfactory provision of services sought by the Client.
2. The Bidder shall be responsible for all statutory obligations/ liabilities/taxes like Salary, ESI, PF, payment of income tax, VAT, Service Tax, professional tax, etc. as per Laws of the country for providing the services to Client.

#### Article -3: Client's Obligation

1. The Client shall appoint an Authorized person as "Coordinator-Client" to coordinate with the Bidder in all matters related to services provided by the Bidder.
2. The Client shall release the funds in timely manner, after satisfying itself of all the service provision related obligations.
3. The Client will periodically review the timeline and quality of services being provided by the Consulting Agency and offer its comments and suggestions.

#### Article -4: Acceptance & Quality Check by Third Party Agency

1. The Client reserves the right to evolve a procedure of quality checking to ensure that the services provided by the Bidder are as per the prescribed norms. The Acceptance test shall be conducted by the Bidder in the presence of the Committee of experts or institution nominated by the Client.

#### Article -5: Liquidated Damages

1. In the event of failure of the Bidders to secure acceptance by the Client, before the commencement date as prescribed by the Client, the Client reserves the opinion to recover from the Bidder as liquidated damages and not by way of penalty, 10% of the Total Accepted Tender Value of the services to be rendered for the period after the

said commencement date, until acceptance without prejudice to other remedies under the contract.

#### Article -6: Termination of the Contract

1. The Client will have the right to cancel the contract if the Bidder commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to, the following:
  - a) It is found that the services provided by the Bidder are irregular and/or unsatisfactory.
  - b) The Bidder stops providing services and such stoppage have not been authorized by the Client.
  - c) The Bidder may become bankrupt or goes in liquidation other than for the said project.
  - d) The Client gives notice to correct a particular irregularity/defect and the Bidder fails to correct such irregularity/defects within a reasonable period of time determined by the Client.
2. If the contract is terminated by Client unilaterally, the Client will pay the Bidder remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement.

#### Article -7: No Claim Certificate

1. The Bidder shall not be entitled to make any claim, whatsoever, against the Client, under or by virtue of or arising out of this Contract, nor shall the Client entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a “No Claim” Certificate in favor of the Client in such forms as shall be required by him after the works are finally accepted.

#### Article -8: Suspension

1. The Client may, by a written notice of suspension to the Bidder, suspend the Contract if the Bidder fails to perform any of its obligations under this Contract provided that such notice of suspension:
  - a) Shall specify the nature of failure; and

- b) Shall request the Bidder to make good/to rectify such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

#### Article -9: Transfer on Completion of Contract Period

1. The ownership of all records, IPR material developed by the Consulting Agency as part of this assignment, facilities (without any liability) necessary for normal provision of services including but not limited to all electrical, civil and mechanical works, vehicles, implements, tools and tackles on completion of the Contract period will automatically be vested with the Client at transfer value of Rs 1/- and Client will be free to use these assets, data base, IPR material, etc. in any manner it deems appropriate without paying any charges.

#### 2. Article -10: Details to be kept Confidential

1. The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof in any trade or technical paper or elsewhere without the previous consent in writing by the Client. If any dispute arises as to necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Client whose decision shall be final.
2. The Bidder or his representative should neither disclose the data of the project nor sell the data or use it for commercial exploitation or research work without the written permission of the Client.

#### Article -11: Transfer of Rights

1. The Bidder shall not transfer the Contract to anybody except with the prior permission of the Client.

**CHAPTER-5: ANNEXURES**

ANNEXURE-1

**FINANCIAL BID FORMAT**  
**(To be filled through n-procurement website only)**

Tender Document No.: GCSRA/TENDERS/01/2015-16

To  
The Chief Executive Officer,  
Gujarat CSR Authority,  
3<sup>rd</sup> Floor, GSFC Tower,  
Opp: Drive-In Cinema, Bodakdev,  
Ahmedabad

Sir,

I/We hereby bid for providing the service as per the Terms of Reference given under this Tender Document issued by GCSRA, Ahmedabad within the time specified and in accordance with the specifications and instructions and Conditions as well as General Terms and Conditions. The rates are quoted for all the Activities mentioned in Article-2 and summarized below-

Sr.No.	Expected Task	Figure/ Amount
<b>Activity Group- 1: Estimated revenue to be generated from the task</b>		
1	Total Revenue (In Rupees)	
2	Percentage of total revenue the proposed to be shared with GCSRA (in %)	
3	Percentage of total revenue the proposed to be shared with GCSRA ( in words)	
<b>Activity Group- 2 Expenditure on Proposed Activities</b>		
1	Total estimated expenditure	
2	Add: Service charge sought by bidder as percentage of total expenditure.	
3	Total expenditure (in words)	
4	Service charge as percentage of total expenditure (in words)	

The rates indicated are all-inclusive of all taxes as per the prevailing Govt. norms and are valid for the contract period.

A sealed envelope containing the item-wise break up of financial bid for all the above services and justification of the cost as per Annexure-7 will be submitted, if the bid is selected.

In the event of discrepancy in the financial quote between the words and the figures the financial quote indicated in words will be considered final.

Signature of the Bidder with Seal

**PROFORMA OF GENERAL POWER OF ATTORNEY**

(To be signed and executed in non-judicial stamp paper of RS 10/- )

GENERAL POWER OF ATTORNEY

Be it known all to whom it may concern that:

1. Sri/Smt \_\_\_\_\_ S/O \_\_\_\_\_
2. Sri/Smt \_\_\_\_\_ S/O \_\_\_\_\_

Residing at \_\_\_\_\_

I/We all the Partners/Directors/Board Members/Trustees/Proprietors of M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereby appoint Sri \_\_\_\_\_ S/O \_\_\_\_\_ residing at \_\_\_\_\_ as my/our attorney to act on my/our name and on behalf and sign and execute all Documents/Agreements binding the firm for all contractual (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/firm/society/trust with the office of **Gujarat CSR Authority, Ahmedabad** in connection with its tender No GCSRA/TENDERS/01/2015-16 for the services of ENGAGING A CONSULTING AGENCY TO UNDERTAKE SENSITISATION SEMINARS, TRAINING PROGRAMMES & OTHER ACTIVITIES ON BEHALF OF GUJARAT CSR AUTHORITY due for opening on September 5, 2015

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning above tender and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our company/firm/trust/society as if the same were executed by me/us individually or jointly.

Witness (With address)  
members

Signature of Partners/Directors/Board

- 1.
- 2.

/proprietors/Executive council members

ATTESTED

ACCEPTED

Signature:

(Seal and signature of the Signatory of Tender offer of the company/firm/trust)

**FORMAT FOR PERFORMANCE GUARANTEE**

(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act to

Be in the name of the executing Bank

To,

-----  
-----,  
-----,  
Ahmedabad (Gujarat)

In consideration of the -----, Ahmedabad having its registered office at Ahmedabad (hereinafter called the ----- which expression shall unless repugnant to the subject or context include its administrators and assigns) having agreed under the terms and conditions of the Award Letter bearing No\_\_\_ dated \_\_\_\_\_ issued by -----, Ahmedabad, which has been unequivocally accepted by the vendor (refer note below) work of providing the said services (hereinafter called the said Contract) to accept a Deed of Guarantee and herein provided for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from a Nationalized Bank, in lieu of the security deposit, to be made by the Vendor or in lieu of the deduction to be made from the Vendor's bill for the fulfillment by the said vendor of the terms & conditions contained in the same contract. We \_\_\_\_\_ the \_\_\_\_\_ (hereinafter referred to be "the said Bank") and having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified to the ----- from time to time to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage, cost charges and expenses misused to or suffered by or that may be caused to or suffered by the ----- by reason of any breach or breaches by the vendor and to unconditionally pay the amount claimed by the ----- on demand and without demand to the extent aforesaid. We, \_\_\_\_\_ Bank, further agree that the ----- shall be the sole judge of and as to whether the said Vendor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by the ----- on account thereof and the decision of the ----- that the said Vendor has committed such breach or breaches and as to the amount or amounts of loss, damage, cost charges, and expenses caused to or suffered by or that may be caused to or suffered by or that may be caused to or suffered by the ----- from time to time shall be final and binding on us.



1. We the said bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the ----- under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, that the ----- shall have no claim under the Guarantee after 90 (Ninety) days from the expiry of the contract period.
2. The ----- shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity , from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to ----- and the said bank shall not be released from its liability under these presents by any exercise by the ----- of the liberty with reference to the matters aforesaid or by reason of time being given to the said vendor or any other forbearance, act or omission on the part of the ----- or any indulgence by the ----- to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the ---- to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the ----- may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
4. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the ----- in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.

In Presence of

WITNESS

For and on behalf of the bank

1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation

Authorization No.

Date and Place

Bank Seal

The above guarantee is accepted by the ----, Gandhinagar

NOTES

FOR PROPRIETARY CONCERNS

Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_ carrying on business under the name and style of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called "The said Vendor" which expression shall unless the context requires otherwise include his heirs, executives, administrators, and legal representatives)

FOR PARTNERSHIP CONCERNS

M/s \_\_\_\_\_ a partnership with its office at \_\_\_\_\_ (hereinafter called "the said Vendor" which expression shall unless the context requires otherwise include their heirs, executors, administrators, and legal representatives); the name of their partners being

1. Shri \_\_\_\_\_ S/o \_\_\_\_\_

2. Shri \_\_\_\_\_ S/o \_\_\_\_\_

FOR COMPANIES

M/s \_\_\_\_\_ a company registered under the Companies Act 1956 and having its registered office in the State of \_\_\_\_\_ (herein after called "the said Vendor" which expression shall unless the context requires otherwise include its administrators, successors, and assigns)

FOR TRUSTS

M/s \_\_\_\_\_ a company registered under the Bombay Public Trust Act 1850 and having its registered office in the State of \_\_\_\_\_(herein after called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors, and assigns)

ANNEXURE-4

**PROFILE OF THE BIDDER**

The Bidder should furnish the following details:

1. Name of the Organization
2. Nature of the Organization  
(Govt./Public/Private/Partnership/Proprietorship/Trust/Society)
3. Address of the phone number and fax
4. Name of the Authorized Person
5. Any other details in support of your offer
6. Details of criminal & civil cases going on against the Organisation and their expected financial implications, if any

Signature of the bidder with Seal

**CHECKLIST FOR FULFILLMENT OF ELIGIBILITY CRITERIA**

(Chapter-I, Article-3)

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documentary Evidence to be attached</b>	<b>Specify Annexure number for the Documentary proof</b>
1	Total of 3 (Three) similar assignments in last three years out of which preferably one should have been in Education sector	A list of assignments duly self attested.	
2	The Average annual Turn over rate for last three years ending March 2013 should not be less than Rs. 70 lakhs	Audited balance sheet	
3	Minimum 3 (three) years of Consultancy experience	Audited balance sheet and Certificate of Incorporation of the entity.	
4	Presence in Ahmedabad	Self attested copy of the Office address in Gujarat. (Or) a letter of undertaking stating that although there is no office in Ahmedabad at present, but it will be set up before signing of the agreement and commencement of work	

**CHECKLIST FOR FULFILLMENT OF TECHNICAL EVALUATION CRITERIA**

(Chapter-II, Article-22)

<b>Sr. No.</b>	<b>Evaluation Criteria</b>	<b>Documents/Details required</b>	<b>Documentary Proof Attached Y/N</b>	<b>Page number</b>
1	<b>Number of years of experience of Agency in similar or related areas</b>	<b>A list of assignments carried out in last 3 years, containing details like name of the assignment, year, name of the Client, area to which the assignment was related, amount of contract, names of other consortium members, if any, etc. duly self attested.</b>		
2	Average annual turn over of last 3 years	A copy of Audited Balance Sheet certified by the Chartered Accountant		
3	Average annual profit of last 3 years	A copy of Audited Balance Sheet certified by the Chartered Accountant		
4	Quality of Clients	Lists of (a) all the Clients worked for during last 3 years, and (b) Clients for whom assignments are being carried out at present, self attested.		
5	Approach and	Copy of the Approach		

	methodology to be used for the present assignment	paper		
6	Composition of key team members for the present assignment	Profile of the proposed Team members and their specific responsibilities for the assignment.		
7	Time line for completing individual activities mentioned in the TOR	A detailed Gantt Chart describing in detail the task-wise activities and sub-activities including the start and finish dates.		
8	Presence in Ahmedabad	Self attested copy of the Office address in Gujarat(or) a letter of undertaking stating that although there is no office in Ahmedabad at present, but it will be set up before signing of the agreement and commencement of work		

**Bidders may please note:** This Statement is not to be submitted unless the offer is found technically acceptable and the Financial Bids are opened & scrutinised. A separate communication will be sent to the bidder if and when this document is required.

**Detailed break up of Financial Bid**

Tender Document No.: GCSRA/TENDERS/01/2015-16

To

The Chief Executive Officer,

Gujarat CSR Authority,

3<sup>rd</sup> Floor, GSFC Tower,

Opp: Drive-In Cinema, Bodakdev,

Ahmedabad

Sir,

We hereby submit the detailed break up of the price bid submitted by up for your above mentioned tender document entitled “Engaging a Consulting Agency to Undertake Sensitisation Seminars, Training Programmes & Other Activities on behalf of Gujarat CSR Authority”.

Sr. No.	Expected Task	Rate per unit in Rs.
<b>Activity Group-1: Estimated revenue to be generated from the task</b>		
1	i. Organising six regional seminars	
2	ii. Organising one National Level Seminar	
3	iii. Holding three seminars with Company Secretaries	

4	iv. Holding three seminars with CSR Heads of major Companies	
5	B. Holding four short term training programmes on developing CSR approach	
	<b>Total revenue</b>	
	<b>Percentage of revenue proposed to be shared with GCSRA</b>	
	Percentage of revenue proposed to be shared with GCSRA (in words):	
<b>Activity Group-2</b>		
<b>Expenditure on Proposed Activities</b>		
	A. Registration of CSR plans of Companies working in Gujarat	
	B. Holding 3 meetings with PSUs and others	
	Developing 25-30 small project profiles of 4-5 page each on innovative CSR ideas	
	D. Developing information packs on relevant topics	
	E. Providing professional support to the Authority by deploying skilled manpower consisting of 1 Senior Consultant & 2 Junior Consultants	
	<b>Total Expenditure</b>	
	<b>Add: Service charge as % of total expenditure</b>	
	Total Expenditure (in words)	
	Service charge as % of total expenditure (in words)	



