

REQUEST FOR PROPOSAL

FOR

Hiring the services of A Public Relations (PR) Agency for Bihar Skill Development Mission (BSDM)



RFP No: BSDM/12/2021-2022

Date: 02.11.2021

**BIHAR SKILL DEVELOPMENT MISSION (BSDM)
DEPARTMENT OF LABOUR RESOURCES
GOVERNMENT OF BIHAR,
A-WING, 5TH FLOOR, NIYOJAN BHAWAN, PATNA- 800001
Email Id: biharskilldevelopmentmission@gmail.com
Website: www.skillmissionbihar.org**

Contents

SECTION - I.....	5
1. LETTER INVITIG e-TENDER (Letter of Invitation).....	5
1.1 Tender Schedule/Timelines and Instructions:	5
1.2 e-Tendering Process Related Instructions:	8
1.3 Disclaimer.....	9
Section II.....	10
2. Instructions to Bidders	10
2.1 Brief background of BSDM	10
2.2 Sankalp Scheme.....	11
2.3 Definitions	12
2.4 Conflict of Interest and Corrupt and Fraudulent Practices.....	12
2.5 Eligibility.....	13
2.6 General Considerations	13
2.7 Cost of Preparation of Proposal.....	13
2.8 Language	13
2.9 Documents comprising the proposal.....	13
2.10 Only One Proposal	13
2.11 Proposal Validity.....	14
2.12 Extension of Validity Period.....	14
2.13 Sub-Contracting/Consortium/Joint-Venture	14
2.14 Earnest Money Deposit	14
2.15 Technical Proposal Format and Content	14
2.16 Financial Proposal	15
2.17 Yearly Price Adjustment.....	15
2.18 Taxes.....	15
2.19 Confidentiality	16
2.20 Amendment to “RFP”	16
2.21 Bid Preparation.....	16
2.22 Withdrawal of Bid.....	16
2.23 Modification of Proposal	16
2.24 Disqualification	17
2.25 Correction of Errors.....	17
2.26 Award	17
2.27 Performance Guarantee (PG).....	17
2.28 Limitation of Liability	18
2.29 Change Orders and Contract Amendments	18

2.30	Interpretation.....	18
2.31	Entire Agreement.....	18
2.32	Amendment.....	18
2.33	Non-waiver.....	18
2.34	Severability.....	19
2.35	Governing Law.....	19
2.36	Force Majeure.....	19
2.37	Termination Clauses:.....	20
2.38	Disputes Resolution.....	22
2.39	INTELLECTUAL PROPERTY RIGHTS.....	23
Section III.....		25
3.	Evaluation and Eligibility Criteria.....	25
3.1	Preliminary Eligibility Criteria.....	25
3.2	Technical Evaluation Criteria.....	26
3.3	Financial Bid Evaluation: (Least Cost Method based Selection).....	27
Section IV.....		30
4.	Terms of Reference.....	30
4.1	Broad Scope of Work.....	30
4.2	Key activities (tentative only not exhaustive).....	30
4.3	Commencement of Services.....	30
4.4	Period of assignment and Extension thereof.....	30
4.5	Payment Schedule.....	31
4.6	Payments to the Bidder.....	31
4.7	Conduct of Bidder Manpower.....	31
Section V.....		33
5.	Bid Submission Forms and Annexures.....	33
5.1	Proposal Submission Letter.....	33
5.2	FORM TECH-1.....	35
5.3	FORM TECH-2.....	36
5.4	FORM TECH-3:.....	37
5.4	FORM TECH-4 (CA Certificate).....	39
5.5	Annexure-I (AFFIDAVIT).....	40
5.6	Annexure-II (POA).....	41

Bihar Skill Development Mission (BSDM)
Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Phone: 0612-2528455 Fax: 0612-2535004

Email: biharskilldevelopmentmission@gmail.com Website: www.skillmissionbihar.org

Notice Inviting Request for Proposal

RFP No: BSDM/12/2021-2022

Date-

Additional Chief Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (**Two Bid System**) from reputed and experienced **Public Relations Agencies** (hereafter referred as 'Agencies') to undertake **Public Relations related activities** for Bihar Skill Development Mission (BSDM).

Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

Document Fee and Tender Processing Fee: All Applicants have to pay a **non-refundable** Document Fee of Rs. 5,000/- (Rupees Five Thousand only) and Tender Processing Fee of Rs. 590.00 (Five Hundred Ninety only) **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

Earnest Money Deposit (EMD): An EMD of Rs. 2,00,000/- (Two Lakh) only, **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

The Proposal has to be submitted through online mode on <https://www.eproc2.bihar.gov.in> and can be searched by clicking the Tab "Tender" on home page of above website and then going to Latest Tender by searching Department Name as "Labour Resources Department".

The Proposal has to be submitted in online mode containing following cover stage-

- A) Technical Bid Open Stage and B) Cost Bid Open Stage

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the "e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.skillmissionbihar.org>. The RFP will be available to download from the above websites from **02.11.2021**. The **Pre-bid meeting** will be held on **03:00 PM of 16.11.2021 (both physically and virtually)**. The last date for uploading of proposal/bid will be **03.12.2021 up to 15.00 Hrs**. Technical Bid will be opened on or after **03.12.2021 post 16:00 Hrs**. **The Evaluation of Bids will be under Least Cost System**. Please refer RFP document for complete details.

The undersigned reserves the right to issue addendum/corrigendum/modification or to amend any or all conditions of this RFP Document or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned for the same.

**Mission Director,
Bihar Skill Development Mission,
Department of Labour Resources, Govt. of Bihar**

SECTION - I

1. LETTER INVITIG e-TENDER (Letter of Invitation)

(Through e-Procurement Mode only) (<https://www.eproc2.bihar.gov.in>)

Tender Notice No: BSDM/12/2021-2022

Date-

Proposals (**Two Bid System**) are invited from reputed and experienced Public Relations Agencies (hereafter referred as 'Agencies') to undertake Public Relations related activities for Bihar Skill Development Mission (BSDM).

1.1 Tender Schedule/Timelines and Instructions:

SN	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 02.11.2021 (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending Pre-Bid queries by e-mail	15.11.2021 up to 15.00 Hrs. on rakesh.ranjan2044@gov.in
3.	Date, Time and Place of Pre-Bid Meeting	Bihar Skill Development Mission # A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001, on 03:00 PM of 16.11.2021 . A Virtual Link will also be given on the E-mail address provided by interested bidders in the pre-bid format. Bidder may choose to join either physically or virtually.
4.	Publishing of Pre-Bid queries response	Latest by 18.11.2021 on best effort basis at e-proc website/ BSDM website
5.	Last Date/Time for submission/ uploading of offer/Bid	03.12.2021 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
6.	Date & time for opening of Technical Bid	On or after 03.12.2021 post 16:00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later
8.	Financial Bid Opening Date and Time	Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.
9.	Method of Selection	As per RFP
10.	Bidding in Consortium/Joint Venture	NO
11.	Bid Proposal Validity	365 days from the date of opening of bid
12.	Agreement Period	03 year from the date of signing of contract; extendable further based on satisfactory performance and /project requirement and based on the sole discretion of BSDM.
13.	Contact person/Nodal Officer for queries	Mission Manager (Program& Implementation) Email: rakesh.ranjan2044@gov.in contact no: 0612-2528455/7979844165

- Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).
- **Return of EMD:** The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
- Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). **This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
 - ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
 - ❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
- The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- Conditional Bids shall be out-rightly rejected.
- **Validity of Bids:** Minimum 365 days from Last date of Bid submission.
- **Pre-Bid Meeting:** BSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, **only once and within stipulated time as mentioned.** Further queries sent by the bidders or queries sent at the last moment, may not be entertained.

BSDM will host a Pre-Bid meeting as per the scheduled date and time as mentioned in the above table of Tender Schedule in this RFP. BSDM may incorporate any changes in the RFP based on

acceptable suggestions received in pre-bid queries. The decision of BSDM regarding acceptability or rejection of any suggestion or modification requested, shall be final in this regard and shall not be called upon to question under any circumstances. The response to the queries shall be conveyed by way of hosting amendments/ clarifications on the websites (<https://www.eproc2.bihar.gov.in>) and/or (www.skillmissionbihar.org) and no bidders/participant would be intimated individually about the responses of BSDM.

Only one representative with due authorization from prospective bidder shall be allowed to participate in the pre-bid meeting.

A Virtual Link will also be given on the E-mail address provided by interested bidders in the pre-bid format. Bidder may choose to join either physically or virtually.

The purpose of the pre-bid meeting is to provide the prospective bidders with information regarding the business process of BSDM, the RFP and the project requirements and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

Note: The queries should necessarily be submitted in the following format with editable file (in word or excel only) only, else the queries may not be entertained by BSDM:

Organization Name: Designation:		Name of representative: E Mail Address:	
S.N.	RFP Document reference, Section and Page No.	Content of RFP requiring clarification(s)	Points of clarification(s)

- **For support related to e-tendering process, bidders may contact at following address:**

“e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. “**Toll Free Number: 1800 572 6571**” Email ID: eproc2support@bihar.gov.in.

- **Corrigendum/ Addendum/ amendments** if any, will be published on the departmental website <http://www.skillmissionbihar.org> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

**SD/-
Mission Director,
Bihar Skill Development Mission
Department of Labour Resources,
Government of Bihar**

1.2 e-Tendering Process Related Instructions:

Submission of Proposals Through electronic mode only:

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-Procurement Portal <https://www.eproc2.bihar.gov.in> submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF), Document Fee and EMD to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/RFP. The department / Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

6. The tender opening will be done online only.
7. Any **Corrigendum/Addendum** or date extension notice will be given on the e-Procurement Portal <https://www.eproc2.bihar.gov.in> only.
8. For support related to e-tendering process, bidders may contact at following address“**e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. “Toll Free Number: 1800 572 6571” Email ID: eproc2support@bihar.gov.in.**

1.3 Disclaimer

- i. The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Tenderer or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is not an agreement and is neither an offer nor invitation by the BSDM to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tenderer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Tenderer, its employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Tenderer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. The Tenderer, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v. The Tenderer also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- vi. The issue of this RFP does not imply that the Tenderer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Tenderer reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- vii. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Tenderer or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Tenderer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Section II

2. Instructions to Bidders

2.1 Brief background of BSDM

In Bihar a comprehensive and long-term strategy for skill development is being developed by the Government of Bihar. Accordingly, the Bihar Skill Development Mission (BSDM) has been constituted with the vision to increase the capacity & capability of the system to deliver quality skill training and professional knowledge to the youth to enhance their employability and bridge the skill deficit with a view to meet the growing demand for skilled manpower.

Objectives of the Mission:

1. To facilitate generation of adequate employment opportunities through a policy framework.
2. To encourage and facilitate skill training for youth of Bihar.
3. To monitor generation of employment in different sectors.
4. To facilitate launching of training programs for both uneducated and educated unemployed persons for up-gradation of their skills.
5. To formulate area and trade specific strategies for maximizing employment opportunities on a sustainable basis in the State supported by private sector.
6. To facilitate a coordinated approach in achieving the above objectives for maximizing the benefits over time and space and in reaching out the neediest sections of the population.
7. Management of skill development agenda of the State of Bihar.

A snapshot of skill development programs implemented by BSDM is as below:

BSDM Development Programs	Skill	Remarks	Some Statistics
Kushal Yuva Program		BSDM's Flagship Program with Focus on Increasing Employability	<ul style="list-style-type: none"> • Students Registered: 16 Lac Plus • Students enrolled: 10 Lac Plus • Students certified till date – 7 Lac Plus • Students undergoing training – 70 to 80 Thousand (Continuous) • Total empanelled centres – 1700 Plus
Domain Program	Skilling	Domain Specific Fresh Skilling across Sectors for various state and central schemes	<ul style="list-style-type: none"> • Total centres – 700 Plus • Total QP NOS Courses currently offered – 122 Plus across 27 Plus different sectors • Total GTP Courses currently offered – 25 Plus • Students undergoing training: 13 Thousand Plus (Continuous) • Total Candidates that have completed training: 71 Thousand Plus • Total Candidates eligible for assessment: 54 Thousand Plus • Total Candidates assessed: 50 Thousand Plus • Total Candidates Certified (received certificates): 39 Thousand Plus

BSDM Skill Development Programs	Remarks	Some Statistics
Recruit-Train-Deploy Model	Industry Driven Skill Development with Focus on Employment	<ul style="list-style-type: none"> Total RTD Partners on boarded-19+ Total RTD Centers set up: 16+ Batches Completed: 53+ Total Candidates Trained (training complete): 1300+ Total candidates undergoing training: 300+ Candidates deployed: 300+
Recognition of Prior Learning (RPL) Program	Assessment and Acknowledgement of skills acquired through informal channels with a Bridge Course	<ul style="list-style-type: none"> Total centres – 25 Plus Total candidates: 700 Plus *New Initiatives
PMKVY-CSSM Component	Implementation of Pradhan Mantri Kaushal Vikas Yojna- State Component	<ul style="list-style-type: none"> Total target (2016-20)- 34000 Total Operational Training Partners- 27+ Total Operational Centres – 63+ No.of Job Roles in which training has been undergoing- 30+ No.of Sectors- 17+ No of Ongoing Batches: 60+ No of ca ndicates undergoing training: 2100+ No of Completed Batches: 150+ No of Candidates Trained: 4500+ Total Assessments Done: 2700+ Total Certificates obtained: 2300+
BSCFA Course	Online Course in Financial Accounting, Tally and GST.	<ul style="list-style-type: none"> Students enrolled: 3000+ Students completed training till date – 1700+ Students certified till date – 1100+ Students undergoing training – 1300+ (Continuous) Total empanelled centres – 45+ *New Initiatives

The interested bidders are strongly advised to visit the BSDM website www.skillmissionbihar.org for further details and knowledge about skill development programs and initiatives being implemented by Bihar Skill Development Mission.

2.2 Sankalp Scheme

This initiative will be implemented under “Skill Acquisition and Knowledge Awareness for Livelihood promotion (SANKALP) Program which has been launched by Ministry of Skill Development and Entrepreneurship Development, Government of India through Bihar Skill Development Mission.

2.3 Definitions

- “BSDM” means Bihar Skill Development Mission
- “Client” means the implementing agency of SANKALP Scheme in State of Bihar i.e. the Bihar Skill Development Mission, a Society formed under Department of Labour Resources, Government of Bihar that signs the Contract for the Services with the selected Bidder.
- “Contract” means a legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed thereon.
- “Day” means a calendar day.
- “State Government” means the Government of Bihar.
- “Registration” means a unique ID of a person whose name, address etc. are registered on BSDM portal.
- “Placement” means a candidate obtaining a letter of traineeship/apprenticeship or employment within stipulated days (as per BSDM norms) of his completing a specific course and thereafter having a minimum prescribed proof of salary or compensation
- “LOA” means the Letter sent by client to the selected bidder before the legal agreement. LOI and LOA may be used interchangeably.
- “Proposal/Bid” means the Technical Proposal and the Financial Proposal of the bidder in response to the RFP.
- “Proposal due date” means the date of opening of the Technical bid.
- “RFP” means the Request for Proposal prepared by the Client for the selection of a reputed and experienced **Public Relations Agency** to undertake **Public Relations related activities** for Bihar Skill Development Mission (BSDM).
- “Services” means the work to be performed by the Bidder pursuant to the Contract.

2.4 Conflict of Interest and Corrupt and Fraudulent Practices

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the BSDM under the contract. It should be the requirement of the consultancy contract that the Bidders should provide professional, objective and impartial advice and at all times hold the BSDM interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to the BSDM, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.

- A. The Bidder has an obligation to disclose to BSDM any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
- B. The Agency shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to BSDM all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.

C. Corrupt and Fraudulent Practices:

BSDM will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; For the purposes of this provision, the terms are set forth as follows:

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "Obstructive Practices" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to BSDM in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practices; and or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

2.5 Eligibility

- It will be the Bidder's responsibility to ensure that it meets the eligibility requirement as mentioned under RFP document.

2.6 General Considerations

- In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

2.7 Cost of Preparation of Proposal

- The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and BSDM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. BSDM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

2.8 Language

- The Proposal, as well as all correspondence and documents shall be written in English Language Only.

2.9 Documents comprising the proposal

- The Proposal shall comprise all the Tech Forms and supporting and has to be properly scanned and uploaded on e-proc portal.

2.10 Only One Proposal

- The Bidder shall submit only one Proposal.

2.11 Proposal Validity

- The Bidder's Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the BSDM as non-responsive bid.
- In exceptional circumstances, prior to the expiration of the bid validity period, the BSDM may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

2.12 Extension of Validity Period

- BSDM will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, BSDM may request, in writing, all Bidder who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
- If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

2.13 Sub-Contracting/Consortium/Joint-Venture

- Bidders shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization. No Consortium or Joint Venture at any stage of bid or execution is allowed.

2.14 Earnest Money Deposit

- Every bidder participating in the bidding process must furnish the required earnest money deposit and in the form as specified in the Notice Inviting RFP.
- Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.
- EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the Performance Guarantee as mentioned in the RFP.
- Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
 - When the bidder withdraws or modifies his bid proposal after opening of bids.
 - When the bidder does not execute the agreement after placement of order within the specified time.
 - When the bidder does not deposit the required Performance Guarantee after the issuance of Letter of Award/ work order.

2.15 Technical Proposal Format and Content

- Technical Proposal shall not include any financial bid information. Technical Proposal containing financial bid information shall be declared non-responsive. All Technical Bid Documents should be properly scanned, arranged and uploaded on portal.
- The Bidder is required to submit a Complete Technical Proposal using the Standard Forms provided in the RFP.
- **The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded**

documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.

- **NO Hard Copy of any Documents:** No Documents, whatsoever it may be, has to be submitted in hard copy. Failure to comply the same may result in rejection of Bid.
- Bidder shall submit all the required documents as mentioned in the annexure including Tech Forms. It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format should be done.
- The bids submitted by telex/telegram/fax/e-mail/hard-copy etc. shall not be considered. No correspondence will be entertained on this matter.
- BSDM shall not be responsible for any delay or non-receipt/ non delivery/Non-uploading/ Non downloading/ corrupt files/ non legible when downloaded, of the documents. No further correspondence on the subject will be entertained.

2.16 Financial Proposal

- The Financial Proposal shall be prepared using the **Standard online Forms only**, the tentative format of which is provided in the RFP for reference only. It shall include all costs associated with the assignment including all travel, lodging, boarding, communication (mobile and landline), computers and consumables as required for the project etc. State will not bear any cost other than the lump-sum fee mentioned in the financial proposal.
- **Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.**
- The Resources has to follow the working hours, working days and Holidays of Government of Bihar. However, resource shall be available on a holiday if so is required by BSDM. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

2.17 Yearly Price Adjustment

- The Rate-Card (Financial Bid) **will be fixed for entire project duration of 03 Years.** However, the project duration may be extended further upon mutual agreement of both the parties on the escalated rates with yearly escalation of 05%.
- The Bidder shall agree to carry out any additional assignment or increase in man-power, during the assignment period as per instruction of the BSDM, the Fees of the change request will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Bidder will be used for the same.

2.18 Taxes

- The Bidder shall be responsible for meeting all tax liabilities, if any, arising out of the Contract.
- The income tax etc., if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
- If there would be any increase in the taxes (direct/indirect/local), levies, duties, and fee etc.

whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the bidder. Increase in taxes on account of change in law, GST shall be borne by the BSDM.

2.19 Confidentiality

- From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact BSDM on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact BSDM on any matter related to the selection process, it should do so only in writing.

2.20 Amendment to "RFP"

- At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the BSDM may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the "RFP" document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the BSDM may, in its sole discretion, extend the Proposal Due Date.

2.21 Bid Preparation

- The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. BSDM shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the BSDM reserves the right to reject all or any of the offers without assigning any reason whatsoever.

2.22 Withdrawal of Bid

- The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. BSDM shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the BSDM reserves the right to reject all or any of the offers without assigning any reason whatsoever and cancel the RFP.

2.23 Modification of Proposal

- The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the valuation on the basis of the uploaded Technical and Financial Proposals. However, BSDM may seek clarification on the information.
- **Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.**

2.24 Disqualification

The bid is liable to be disqualified if:

- Not submitted/ uploaded in accordance with this document.
- During validity of the bid or its extended period, if any, the bidder increases its quoted prices. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid uploaded in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.

2.25 Correction of Errors

- I. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.
- II. BSDM will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

2.26 Award

- After issuance of LOI by BSDM, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with BSDM within 15 days. BSDM shall then issue the letter of award to the selected bidder and promptly notify the other shortlisted Bidders.
- Failure to comply required eligibility in stipulated period, BSDM will be at liberty to invite next qualified bidder for award of the project.

2.27 Performance Guarantee (PG)

- Within 15 days from the date of Letter of Invitation (LOI) from BSDM, the successful Bidder company/firm shall furnish the Performance Guarantee (PG) of Rs. 5,00,000/-, by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in acceptable form to BSDM.
- A. The PG submitted will be for 42 months. However, in case of extension of project, above performance guarantee will have to be renewed for the extended period of the project.
- B. Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment.
- C. Forfeiture of PG: PG shall be forfeited in the following cases:
 - I. When any terms and condition of the contract is breached.
 - II. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

2.28 Limitation of Liability

- **Limitation of Liability:** In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

2.29 Change Orders and Contract Amendments

- BSDM may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.
- If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the BSDM's order. The rate-contract enclosed in the Financial Bid (proportionately escalated) will be used to calculate the cost of the additional work/ change request.
- The Rate-Card will be valid for the period of the contract (36 months) and will have 5% price escalation for each year after the end of the contract period mentioned in the BID.

2.30 Interpretation

- If the context so requires it, singular means plural and vice versa.

2.31 Entire Agreement

- The contract upon execution will constitute the entire agreement between the BSDM and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.32 Amendment

- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2.33 Non-waiver

- Subject to the condition below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.34 Severability

- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.35 Governing Law

- The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna Court.

2.36 Force Majeure

Definition:

- For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- The Force Majeure would be applied to Patna Districts which have been so stated by Director, BSDM in writing; is part of Government of Bihar directives and is agreed by Bidder.
- BSDM will decide the eventuality of Force Majeure which will be binding on both the parties.

No breach of Agreement:

- The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Bidder shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contracts the result of the Force Majeure.

Measures to be taken:

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

Extension of time:

- Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such actions a result of Force Majeure.

Payments:

- In the event of Force Majeure is applied to the Patna District of Bihar, then BSDM will continue to follow the payment schedule by giving concession to Bidder of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

Consultation:

- Not later than thirty (30) days after the Bidder has, as the result of an event of force majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.37 Termination Clauses:

Termination for Default:

- BSDM may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach:
- If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by BSDM; or
- If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected bidder, in the judgment of the BSDM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected bidder commits breach of any condition of the contract
- If BSDM terminates the contract in whole or in part, amount of Performance Security may be forfeited. The decision of CEO, BSDM will be final and conclusive in this regard.

Termination for Insolvency:

- BSDM may at any time terminate the Contract by giving a written notice of at least 30 days to the

selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BSDM.

Termination for Convenience:

- BSDM, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for BSDM's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such case, BSDM will pay for all the pending invoices as well as the work done till that date by the Bidder.
- Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

Termination by BSDM:

- BSDM may at any time terminate the Contract by giving a written notice of at least thirty (30) days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty
- (30) days of receipt of such notice of suspension or within such further period as the BSDM may have subsequently granted in writing;
- The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- The Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- The Bidder submits to the BSDM a statement which has a material effect on the rights, obligations or interests of the BSDM and which the Bidder knows to be false;
- Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the BSDM would like to terminate the contract for reasons not attributable to the Bidder performance, they will need to clear all invoices for the agency services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 36 months.
- If the BSDM would like to terminate the contract for reasons attributable related to the Bidder performance, the government will give a rectification notice for 3 months to agency in writing with specific observations and instructions.

Termination by Bidder:

The Bidder may, by not less than two month (60 days) written notice to the BSDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The BSDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently agreed in writing) following the receipt by the BSDM of the Bidder's notice specifying such breach;
- If there are more than 2 un-paid invoices and BSDM fails to remedy the same within 45 days of the submission of the last un-paid invoice.
- As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- The BSDM fails to comply with any final decision reached as a result of arbitration.

Payment upon Termination:

- Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by BSDM to the Bidder within 30 days of the contract termination.

Suspension:

The BSDM may, by written notice of suspension to the Bidder, without any obligation (financial or otherwise) suspend all the payments to the Bidder here under if the Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension:

- shall specify the nature of the breach or failure, and
- Shall provide an opportunity to the Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

Cessation of rights and obligations:

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- Such rights and obligations as may have accrued on the date of termination or expiration,
- The obligation of confidentiality set forth in RFP.

Cessation of Services:

- Upon termination of this Agreement by notice of either Party to the other the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.38 Disputes Resolution

Amicable Settlement:

- The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to

CEO, BSDM, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

Arbitration:

- In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by BSDM and other appointed by Bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.
- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).
- When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

2.39 INTELLECTUAL PROPERTY RIGHTS

1. The Intellectual Property Rights in respect of all the deliverables like creative works for Print Media, Social Media / Digital Media both organic and inorganic, Audio Spots/ Jingles for Radio Channels, AV for TV Commercials/ Social Media, Print Campaigns for newspapers, magazines, outdoor campaigns, promotional materials like brochures, leaflets, pamphlets, booklets, creative works for banners / backdrops / standees etc (**by whatever name called**), developed and delivered hereunder by the selected bidder, will vest entirely with the BSDM.
2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

By executing agreement, the selected bidder undertakes as below:

1. We, the selected bidder, understands that Intellectual Property in the context of BSDM program shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of the BSDM or its skill development programs. Intellectual Property also includes Course name, Course material, content, methodology, assignments, question papers, educational and promotional content, whether in printed or in electronic, digital or any other format and all

business data generated during the period of skill development center operations and creatives etc. developed and delivered to BSDM hereunder by the selected bidder.

2. We understand that, the candidate or other data collected in course of our operations shall be the exclusive property of BSDM and we will not share/disclose these data with anyone except as permitted by BSDM in writing.
3. We shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data/ or of other data collected in course of our operations, its accidental loss, destruction, or damage.
4. We hereby undertake to inform the BSDM of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, we, agree to cooperate with the BSDM to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
5. Upon expiration or termination of this Agreement, whichever is earlier, we agree that-
 - a. We shall not make any claim on the Trade Name, Trademarks, Service Marks, Logo, etc. of the BSDM nor shall it use any trade name, mark, logo which is deceptively or confusingly similar to those belonging to the BSDM,
 - b. We shall desist from using the trade names, marks, stationery or other documentation issued by the BSDM embodying the intellectual property of the BSDM.
 - c. We will return to the BSDM or certify in writing to the BSDM as destroyed all copies of the intellectual property, in whole or in part, in any form, including partial copies, updates or modifications of the intellectual property received from the BSDM or made in connection with this Agreement.

Section III

3. Evaluation and Eligibility Criteria

The Tender committee of BSDM will **evaluate the RFP in three stages** as per following.

- (a) The committee will first undertake the **evaluation** of the **preliminary eligibility criteria** and along with reference to completeness of the proposals and whether the proposals are generally in order. Proposals found to be non-responsive for any reason or not meeting the minimum eligibility criteria, as specified in this RFP will be rejected and not included for further Technical and Financial evaluation.
- (b) The committee will then undertake a detailed **Technical Evaluation** of the technical proposals based on their responsiveness to the evaluation criteria, sub criteria, etc. During the evaluation, the committee may ask the bidder for clarification during the time schedule mentioned in the RFP.
- (c) Finally, the committee will evaluate the financial bids of the technically qualified bidders and based on the **Least Cost Method**, the selection of the successful bidder will be done.

3.1 Preliminary Eligibility Criteria

SN	Basic Requirement	Specific Requirement	Evidence Documents Required	Supporting docs required
1	Document Fee & EMD	Through e-payment only as stipulated in the Tender Notice	-	-
2	Company Registration	The Agency should have been in existence in India since April 01, 2015 or earlier with ability to service the client across India and should have an office in Bihar. Agency should NOT be an Individual / Proprietary Firm / HUF.	Copy of Certificate of Incorporation / Registration/ MoA as applicable	
3	Turnover from services	The Agency must have earned a fee from PR services (including social media PR) at least of Rs.4 crore (Rupees Four Crore Only) during each of the three previous financial years i.e FY 2017-18, FY 2018-19 & FY 2019-20.	Copy of Audited Profit & Loss Statement and Balance sheet for FY 2017-18, FY 2018-19 & FY 2019-20. A Certificate from chartered accountant certifying that the Bidder has a fee from PR services (including social media PR) at least of Rs.4 crore (Rupees Four Crore Only) during each of the three previous financial years for FY 2017-18, FY 2018-19 & FY 2019-20.	5.4 TECH-4
	Profit and Net-Worth Certificate	The Agency should have Net Profit and positive Net Worth during previous three Financial Years i.e FY 2017-18, FY 2018-19 & FY 2019-20.	Copy of Audited Profit & Loss Statement and Balance sheet for FY 2017-18, FY 2018-19 & FY 2019-20. A Certificate from chartered accountant certifying that the Bidder	5.4 TECH-4

			has a Net Profit and positive Net Worth during previous three Financial Years for FY 2017-18, FY 2018-19 & FY 2019-20.	
4	Project Experience	The Agency should have worked with at least two Govt Depts./ PSU/ Govt clients/MNCs during last three Financial Years (i.e FY 2017-18, FY 2018-19 & FY 2019-20) for PR activities (including social media PR) with satisfactory performance.	Copy of Work order/certificate of completion	5.2 TECH-1
5	PAN & GST	The agency should have a valid PAN and GST Registration in India	Copy of PAN card and GST Registration certificate	
6	Blacklisting	The agency should not have been blacklisted by any Central/State Government departments/ Undertakings	Self-Certification	Annexure

*Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.

3.2 Technical Evaluation Criteria

SN	Criteria	Max Marks	Marking Category
1	Industry Experience Traditional PR/Social Media PR/ Van Promotional Activity/Advertisements	20	<ul style="list-style-type: none"> • 20 Marks: Experience more than 12 years • 13 Marks: Experience more than 8 years upto 12 years • 7 Marks: for experience between 5 years upto 8 years (Copy of Work order/certificate of completion)
2	Clientele (during last 3 years) Govt/ PSU segment/ Renowned MNCs	15	<ul style="list-style-type: none"> • 15 Marks: More than 10 clients • 10 Marks: More than 5 clients upto 10 clients • 5 Marks: Min.2 clients upto 5 clients (Copy of Work order/certificate of completion)
3	PR Billing (Traditional PR/Social Media PR/ Van Promotional Activity /Advertisements) for FY 2019-20	15	<ul style="list-style-type: none"> • 15 Marks: For more than Rs.15 Crore • 10 Marks: For more than Rs. 10 Crore upto Rs.15 crore • 5 Marks: Min.Rs.4 Crore upto Rs.10 Crore CA Certificate
4	Technical Presentation and Demonstration	50	Presentation Evaluation will be based on the following parameters: <ul style="list-style-type: none"> • Overall PR abilities (including social media) • Ability with respect to Crisis Communication • Experience in Industry Relations (existing and past clientele, work performed) • Ability with respect to Internal Communication / Customer communication

		<ul style="list-style-type: none"> • Ability to service the Client and scale up the project if necessary • Ability to visualize client’s objectives and to provide customized solutions • Experience in Graphic Design • Experience in Campaign Launch • Experience in Brand Launch activities • Experience in Execution of Banners / Posters/ Wall Hanging/Hoardings • Case studies showcasing capabilities of Monitoring & Response Mechanism on Social Media
--	--	--

*The bidders will be called for a detailed presentation on each of the above criteria, at a date and time provided by BSDM, in order to facilitate a comprehensive evaluation of their respective proposals. In case of non-attendance of bidders in the presentation, the bid shall be given ‘0’ (zero) marks on technical evaluation.

Bidders, whose bids are responsive, based on minimum qualification criteria as in Preliminary Eligibility Criteria and score at least 60 marks (out of 100) from the technical evaluation criteria would be considered technically qualified.

The technical score would be calculated for each Bidder by the Client and all the Bidders who get at least 60 marks out of 100 would be considered for financial evaluation. Bidders who get a technical score of less than 60 out of 100 would not be considered for the financial evaluation.

3.3 Financial Bid Evaluation: (Least Cost Method based Selection)

A fixed price fee to be quoted for the entire scope of work as per financial bid format as below. Prices quoted should be inclusive of all fees towards complete scope of work, all taxes, duties, levies, license fees, excluding GST and shall also include all expenses incurred for the execution of the contract such as travel expenses, transportation expenses, other expenses, office expenses, out of pocket expenses etc. along with margin. GST will be paid extra. Conditional Financial Bid shall be out-rightly rejected.

Please note that BSDM is not giving any commitment or guarantee for assignment of work for all the items mentioned below. The assignment/work will be given on “as and when required basis” for the items tentatively mentioned below:

Commercial Bid: (Just for reference, not to be filled and uploaded with Technical Bid) Please refer and upload online financial bid format on e-proc.

The lowest financial bid will be evaluated on the basis of total of unit cost as below:

SN	Size of the Design (approx.)	Size/ Duration/Quantity.	Unit Cost
1. Print Media			
A	Designing of creatives for Newspapers	1	
B	Designing of creatives for Hoardings / Banners / Standee / Backdrop etc.	1	
C	Designing of creatives for Leaflets / Poster	1	

D	Designing of creatives for Brochures/ Booklet (Cover Pages)	1 format of 4 pages	
E	Layout for Brochures (Inside pages)	1 format of 4 pages	
F	Modification /adaptation	1	
2. Electronic Media			
A	Production of Audio Visual for TV Commercials & Social Media	30 Seconds	
		60 Seconds	
		120 Seconds	
B	Production cost of abridged version of the above	1	
C	Production of Radio Jingles/Spots	30 seconds	
D	Production cost of abridged version of the above	1	
3.	Dissemination in Print Media	DIPR rates of major newspapers to be quoted	
4.	Dissemination in Broadcast Media	DIPR rates of major local satellite channels to be quoted	
5.	Dissemination in Radio	DIPR rates of major local satellite Radio channels to be quoted	
6	Average Annual Charges for one Outdoor Bill Board (40 X 20 Feet) including unlimited times re-design /implementation/ material and labour cost, at Patna	1	
7	Average Annual Charges for one Outdoor Bill Board (40 X 20 Feet) including unlimited times re-design /implementation/ material and labour cost, at Out Side Patna (Rest of Bihar)	1	
8	Average Annual Charges for one Outdoor Bill Board (20 X 20 Feet) including unlimited times re-design /implementation/ material and labour cost, at Patna	1	
9	Average Annual Charges for one Outdoor Bill Board (20 X 20 Feet) including unlimited times re-design /implementation/ material and labour cost, at Out Side Patna (Rest of Bihar)	1	
10	Van Promotion Activity for minimum 1000 KMs per month (Rate/KM)	(Rate/KM)	
11. Digital Media /Social Media			
A	Retainer Charges including SEO, SMO, ORM, and managing social media accounts/pages	Monthly	
B	Micro Site/Landing Page along with	1	

	shared hosting		
C	Online Reputation Management	Monthly	
D	Content Development	Per article	
E	Fees for placing advertisements on Facebook, Google, YouTube, SMS, etc over actual advertisement spend per 100 Rs.	Fee of Agency Per 100 Rs. Spend of BSDM	
12. Manpower Remuneration			
A	PR Expert	Monthly	
B	Content Expert	Monthly	
C	Graphic Designer	Monthly	
TOTAL of Unit Cost of each Item mentioned above (For evaluation of Financial Bid only) from SN 1 to 12.			

The lowest financial bid will be evaluated on the basis of total of unit cost as above:

Negotiation may be held with the selected bidder as above for all the items from SN 01 to 17 with respect to those items (if any) for which the lowest quote has been quoted by some other technically qualified bidder/s , except for absurd quotes, if any, made by such other bidder/s.

Section IV

4. Terms of Reference

4.1 Broad Scope of Work

The objective of the assignment is to develop and execute overall Publicity Strategy for Bihar Skill Development Mission

4.2 Key activities (tentative only not exhaustive)

- a) Designing of creative works for Print Media.
- b) Development of creative works for social media / digital media both organic and inorganic.
- c) Production of Audio Spots/ Jingles for Radio Channels.
- d) Production of AV for TV Commercials/ social media.
- e) Production of Print Campaigns for newspapers, magazines etc.
- f) Production of creative works for Outdoor Campaigns.
- g) Design of promotional materials like brochures, leaflets, pamphlets, booklets etc.
- h) Development of creative works for banners / backdrops / standees.
- i) Translate, design & develop and fine-tune materials available in English or Hindi to regional languages of India
- j) Media planning, scheduling and dissemination for print & Electronic media i.e. Newspaper, Television and Radio.
- k) Management of social media pages/accounts
- l) Search Engine Optimization
- m) Social Media Optimization (SMO)
- n) Social Media Marketing (SMM)
- o) Online Reputation Management (ORM)
- p) Content Development.
- q) planning and execution of campaign/PR activities
- r) van promotion activities

The Agency has to deploy three qualified professionals having proven relevant experience in Public Relations and Content Creation at BSDM.

BSDM will provide available necessary information, data, reports and other documents required for accomplishing the objective of the assignment. However, the professionals of the agency will have to regularly visit field operations for additional information, photographs etc.

4.3 Commencement of Services

- The date for the commencement of services is within 30 calendar days of contract signing.

4.4 Period of assignment and Extension thereof

- The project duration will be of 36 months or closure of the SANKALP project by Government of India, whichever is earlier.
- However the project duration/ contract period may further be extended upon mutual agreement

of both the parties subject to same terms and conditions and on the basis of rate card as in Financial Bid with 5% yearly escalation clause.

4.5 Payment Schedule

- The monthly invoice will be generated and submitted on the last working day of the month to the BSDM by the Bidder. If there is no objection in terms of performance, deliverable or invoice value, is raised in 30 days from the invoice date, by the BSDM, the invoice and the deliverables will be deemed accepted by the BSDM.

4.6 Payments to the Bidder

- Bidder will follow the invoicing process as mentioned above under payment schedule. The type of reports/ deliverables format will be finalized at project inception or with time to time interaction with BSDM. Bidder will be required to submit attendance of their deployed resources with their invoice. The deliverables will have to be mandatorily submitted/published as per the timelines/requirement of BSDM.
- The deliverables & the invoice will be assessed and if there is no objection in terms of performance, deliverable or invoice value, is raised in 35 days from the invoice date by the BSDM, the invoice and the deliverables will be deemed accepted by the BSDM, and will be good for payment.
- BSDM will then pay to Bidder in next 15 days.

4.7 Conduct of Bidder Manpower

- The Bidder has to mandatorily ensure presence of two qualified resources at BSDM office for all working days, however BSDM ask for their presence on non-working days or on holidays as per urgent requirements, if any. Attendance and punctuality will be minimum expectations from the resources deployed at/for Bihar Skill Development Mission.

4.8 Penalty

- In case of unsatisfactory performance BSDM may levy a penalty up to 10% of the corresponding monthly invoice value on each occasion. The overall penalty that can be charged to the bidder should not exceed 10% of the total amount paid to the bidder. In case of continued nonperformance BSDM may decide to terminate the contract and forfeit the performance guarantee. The decision of CEO, BSDM in these respects will be final and conclusive.

Bid Submission Forms and Annexures

The bidders are expected to respond to the RFP using the forms given in this section with all supporting documents.

Proposal shall comprise of following forms:

Form 1: Covering Letter with Correspondence Details

Technical Proposal checklist:

Tech 1: Bidder's Organization and Experience.

Tech 2: Past work experience, Overall Organization strength Description of the Approach & Methodology and detailed Work Plan for Performing the Assignment.

Tech 3: Details of the bidder organization and eligibility related information

Tech 4: CA Certificate

Annexure I: Affidavit

Annexure II: Power of Attorney in favour of Authorised Representative. "Board Resolution may also be accepted"

Section V

5. Bid Submission Forms and Annexures

5.1 Proposal Submission Letter

(should be filled, scanned and uploaded)

(On the letter head)
{Location, Date}

To:
The CEO
Bihar Skill Development Mission
A-wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-01

Dear Sir,

With reference to your RFP document dated _____, we, having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal (through e-proc and as per standard online forms) for selection as an agency for

_____ (Name of RFP). The Proposal is unconditional and unqualified. We are submitting our Proposal as [_____ name of the Bidder]. We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the bidder, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PR agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We hereby declare that:
 - A. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - B. We do not have any conflict of interest in accordance with the terms of the RFP;
 - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any

agreement entered into with Client or any other public sector enterprise or any Government, Central or State; and

- D. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - E. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by BSDM.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Bidders
 8. We declare that we are not associated or affiliated to any other Bidder applying for Selection under this RFP.
 9. We declare that we are not a member of any other Consortium/JV applying for selection hereunder.
 10. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
 13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of PR agency or in connection with the selection process itself in respect of the above mentioned Project
 14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
 15. We undertake that our Proposal shall be valid and remain binding upon us till the bid validity period.
 16. We agree and undertake to abide by all the terms and conditions of the RFP Document.
 17. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
 18. We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Bidder: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Technical Proposal – Standard Forms (should be scanned and uploaded)

5.2 FORM TECH-1

Bidder’s Organization and Experience

Form TECH-1: a brief description of the Bidder’s organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. The outline should indicate the names of the Bidder’s Key Experts who participated, the duration of the assignment, the contract amount, and the Bidder’s role/involvement

A. Bidder’s Organization

1. Provide here a brief description of the background and of Company
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B. Bidder’s Experience

List only previous similar assignments successfully completed/ on-going in the last 3 years as specified under Technical Evaluation criterion broadly in following categories:

Format for Experience is as follows:

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Address	Approx. Contract value (in Rs equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2016– Apr.2019}	do	{e.g., Ministry of..... , country}	Amount in Crore.	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan- May 2018}	do	{e.g., municipality of..... , country}	Amount in Crore.	{e.g., sole Technical Consultant}

5.3 FORM TECH-2

Description of Approach, Methodology and Work Plan (Not more than 05 A4 size page)

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment.

Suggested structure of your Technical Proposal:- **(Please refer Technical Evaluation Table)**

- a) Organization past work experience,
- b) Overall Organization strength and its presence
- c) Description of the Technical Approach and Methodology
- d) Detailed Work Plan for Performing the Assignment

Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output, the approach for mobilizing the proposed experts named in the bid, the approach for engaging as Bidder and prepared MIS design.

Detailed Work Plan.{Please outline the plan for the implementation of the main activities/tasks of the assignment – including mobilizing of proposed experts named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing your understanding and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s). The work plan should be consistent with the Work Schedule.

Organization and Staffing.

Please describe the structure and composition of your team, including the list of the Key Experts – **Clearly reflecting the experts committed right from the start date.**

5.4 FORM TECH-3:

TECH-3
Important Information and Details

S.N.	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Type of Organization)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate <i>Page No. at which enclosed:</i> _____
8	Date of Incorporation/ Registration	
9	Power of Attorney/ Board Resolution in the name of the Authorized signatory	<i>Page No. at which enclosed:</i> _____
10	Proposal Submission Letter (Refer 5.1)	<i>Page No.</i> _____ <i>to</i> _____
11	TECH-1 (Refer 5.2)	<i>Page No.</i> _____ <i>to</i> _____

12	TECH-2 (Refer 5.3)	Page No. _____ to _____
13	The Agency must have earned a fee from PR services (including social media PR) at least of Rs.4 crore (Rupees Four Crore Only) during each of the three previous financial years i.e FY 2017-18, FY 2018-19 & FY 2019-20.	<p>FY 2017-18: _____ /- _____ /- FY 2018-19: _____ /- _____ /- FY 2019-20: _____ /- _____ /</p> <p>Copy of Audited Profit & Loss Statement and Balance sheet for FY 2017-18, FY 2018-19 & FY 2019-20.</p> <p>A Certificate from chartered accountant certifying that the Bidder has a fee from PR services (including social media PR) at least of Rs.4 crore (Rupees Four Crore Only) during each of the three previous financial years for FY 2017-18, FY 2018-19 & FY 2019-20.</p>
14	The Agency should have Net Profit and positive Net Worth during previous three Financial Years i.e FY 2017-18, FY 2018-19 & FY 2019-20.	<p>Copy of Audited Profit & Loss Statement and Balance sheet for FY 2017-18, FY 2018-19 & FY 2019-20.</p> <p>A Certificate from chartered accountant certifying that the Bidder has a Net Profit and positive Net Worth during previous three Financial Years for FY 2017-18, FY 2018-19 & FY 2019-20</p>
15	PAN Number	Page No. at which enclosed: __
16	GSTIN Number	Page No. at which enclosed: __
17	A Notarized Affidavit stating that the Company has not been blacklisted by any Central / State Government / Public Sector	Page No. at which Affidavit has been enclosed: __
18	The Agency should have worked with at least two Govt Depts./ PSU/ Govt clients during last three Financial Years (i.e FY 2017-18, FY 2018-19 & FY 2019-20) for PR activities (including social media PR) with satisfactory performance.	<p>Prior Experience Certificates/ Letter of Award/ Agreement etc. in support for the same</p> <p>(Page No. From _____ to _____ at which enclosed)</p>
19	TECH-4 (Refer 5.4) CA Certificate	Page No. _____

5.4 FORM TECH-4 (CA Certificate)

CA CERTIFICATE

FINANCIAL YEAR	TOTAL TURNOVER IN INDIA (IN RS.)	TURNOVER FROM PR SERVICES (INCLUDING SOCIAL MEDIA PR)	NET PROFIT	NET WORTH
2017-18				
2018-19				
2019-20				

CERTIFICATION FROM BIDDER'S CHARTERED ACCOUNTANT: I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE HAS BEEN VERIFIED BY ME FROM THE AVAILABLE RECORDS, AND I CERTIFY IT TO BE TRUE AND ACCURATE. THE BIDDER MUST PRODUCE THE SUPPORTING DOCUMENTS IF AND WHEN REQUIRED BY BSDM.

NAME AND SIGNATURE OF BIDDER'S CHARTERED ACCOUNTANT:

NAME:

MEMBERSHIP NO:

FIRM NAME:

CONTACT DETAILS

NOTE:

1. BIDDER SHOULD PROVIDE THE TURNOVER BASED ON ITS OWN FINANCIAL STATEMENT. ANNUAL TURNOVER OF THE BIDDER'S PARENT COMPANY OR ITS SUBSIDIARY OR ANY ASSOCIATE COMPANY WILL NOT BE CONSIDERED FOR COMPUTATION OF THE TURNOVER OF THE BIDDER.

5.5 Annexure-I (AFFIDAVIT)

(Affidavit on non-judicial stamp paper of Rs. 100/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal)

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the Agency), with its registered office at do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practises or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions as given in the above mentioned RFP.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

5.6 Annexure-II (POA)

(Power of Attorney in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more or on Company Letter Head certified by the Board of Directors)

Know all men by these presents that We.....
..... (name of the enterprise and address of the registered office do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name)son / daughter / wife ofand presently residing atwho is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or required in connection with or incidental to submission of our Bid for the RFP Reference No..... Dated.....

The attorney is fully authorized for providing information/ responses to the tendering authority, representing us in all matters before the tendering authority including negotiations with the tendering authority, signing and execution of all affidavits, undertakings and agreements consequent to acceptance of our bid, and generally dealing with the tendering authority in all matters in connection with or relating to or arising out of our bid for the said tender.

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

IN WITNESS WHEREOF WE,,
THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY
OF

For

{ Signature, name, designation and address }

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.