

Government of Bihar
Department of Industries
Upendra Maharathi Shilp Anusandhan Sansthan

Request for Proposal (RFP) for
Selection of Project Management Agency for Development of Handicrafts in Bihar for
Upendra Maharathi Shilp Anusandhan Sansthan

Ref no: 287

Date: 18 February 2021

Corrigendum # 1 (Clarifications included)

With reference to our Tender Notice no. 108 dated 25th January 2021, Request for Proposal (RFP) for Selection of Project Management Agency for Development of Handicrafts in Bihar for Upendra Maharathi Shilp Anusandhan Sansthan, the Pre-Bid meeting was held on 3rd February, 2021. The following committee members along with the bidders/firms were present in the meeting:

Committee Members:

1. Director, Dept. of Industries, Govt. of Bihar
2. Director, UMSAS, Dept. of Industries, Govt. of Bihar
3. Deputy Director, Dept. of Industries, Govt. of Bihar
4. General Manager, DIC, Patna, Govt. of Bihar

Firms/Bidders Participated:

1. Ernst & Young LLP, 3rd & 6th Floor, Worldmark-1, IGI Airport Hospitality District, Aerocity, New Delhi 110037, India
2. PWC, Bihar, India
3. Grant Thornton India LLP, 21st floor, DLF Square, Jacaranda Marg, DLF Phase II, Gurgaon, Haryana 122002
4. Darashaw & Co. Pvt. Ltd., 1205-06 Regent Chambers, 208 Nariman Point, Mumbai 400021
5. Sangmat, NGO, Patna, Bihar

The response to queries of prospective bidders along with the revised RFP document has been uploaded on website “umsas.org.in”. The last date for submission of bid is extended to 10th March, 2021 at 1500 hrs and bid opening date extended to 12th March, 2021 at 1400 hrs.

Director,
UpendraMaharathiShilpAnusandhanSansthan

Corrigendum cum Clarification

#	RFP document reference (Section & page number)	Content of RFP Requiring Clarification	Point of Clarification/ Suggestion	Response
1.	Page No 27- B.1 Bullet 4 and C.1, Bullet 2	These clauses state that the lowest commercial bidder shall be called for discussion for finalizing the contract. These clauses are in contradiction to the Clause B.2 on Pg 27 which mentions a 70:30 QCBS criteria for selection. Please clarify if the L1 bidder will be selected or the bidder with highest combined score as per the 70:30 QCBS criteria	<ul style="list-style-type: none"> The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment The agency with the lowest commercial bid will be selected for further discussion for finalizing contract for the specific pocket subject to satisfying all the terms and conditions defined in this RfP document. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment 	The new clause for selection will be:- "The bidders with highest combined score as per the 70:30 QCBS criteria mentioned in the RFP Page no27, B2."
2.	Page no.23- A4. Prequalification Criteria, Point No.1	If Possible kindly Consider NGOs for the participation.	The bidder should be a company/partnership firm/LLP Registered in India under the Companies Act-1956,/ Partnership act 1932 or LLP act 2008	No changes recommended
3.	Page no.23- A4. Prequalification Criteria, Point No.3	If possible kindly reduce the average annual turnover amount from Rs 30 Crores to 20 Crores.	The bidder should have an average annual turnover of at least INR 30 Crores in the last three financial years ending 31st March 2020 as evidenced by the	The revised clause: The bidder should have an average annual turnover of at least INR 30 Crores in the last three financial years ending 31 st March 2020 as evidenced

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			CA certificate or Statutory auditor certificate	by the CA certificate or Statutory auditor certificate. Additionally, the net worth of the firms should be positive and on an average at least INR 15 Crores in the last three financial years ending 31 st March, 2020 as evidenced by the CA certificate or Statutory auditor certificate.
4.	Page no.14- C. Payment Terms & Schedules	If possible kindly include this clause” Monthly progress report will be examined by UMSAS officials within 15 days of submission. After approval of the MPR, the payment can be released within seven days of the approval;	Monthly progress report will be examined by UMSAS officials within 15 days of submission. After approval of the MPR, the payment can be released.	The revised clause: “Monthly progress report submitted by the PMA will be examined by UMSAS officials. After approval of the MPR, the payment can be released within 60 days subject to availability of fund with the organization”
5.	Page No.11- Point 5. Sr. account cum Procurement Specialist	There is financial transaction of fund in Sansthan as per clause of Commercial Bid Price- SI No 7,Page no 19 . According to this clause the proper specialist is required as a monitoring and guiding Specialist and the Chartered Accountant is the best qualification to be deputed for these activities. CA with an experience of minimum 10 years post qualification and minimum 24 months experience in Handicraft/Handloom/Khadi Sector with Govt. of Bihar. Also the category for this post will be In CATEGORY A.	Post Graduate/Bachelor of Commerce (B.com/M. com). Minimum 5 years of experience in financial accounting. Should have experience in transaction advisory related experience with Govt departments/agencies. Category B	Refer the revised resource table provided at Annexure.
6.	Factsheet - Page 4 Section 3: C3, RFP document fee - Page 16	Point (b) - Sale & RFP Document Purchase Price – INR 5000/- only RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of INR 10,000/-	It appears that there has been a typo and UMSAS may like to revise the Bid Document Price at one of the place in the RFP document.	RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of INR 5,000/- (Rupees Five Thousand only), drawn in favour of “UpendraMaharathiShilpAnusandhanSansthan (UMSAS)”payable at Patna,

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				<p>Bihar from any scheduled commercial banks.</p> <p>All the associated clauses may be considered modified accordingly.</p>
7.	Factsheet - Page 4	Point (d) - Last date for receipt of bid - 26/02/2021 by 3:00 PM	It is hereby requested that the bid submission date be extended by 2 weeks as the number of CVs to be identified for 30 positions is substantial. The proposed revision is as follows: <i>“Last date for receipt of bid - 15/03/2021 by 3:00 PM”</i>	<p>Based on the requests of the bidder, the revised bid submission deadline is as follows: <i>The last date for submission of bid is 10th March, 2021 at 1500 hrs.</i></p> <p>All the associated clauses in the RFP document may be considered modified accordingly.</p>
8.	Factsheet - Page 4	Point (f) - Earnest Money Deposit (EMD) - INR 5, 00, 000/- (Rupees Five Lakh only)	Given the nature and size of the bid, it is hereby suggested that the EMD amount should be revised to INR 20, 00,000 (Rupees Twenty Lakh only) in line with the government guidelines and standards.	<p>The revised clause is as follows: <i>(f) - Earnest Money Deposit (EMD) - INR 10, 00, 000/- (Rupees Ten Lakh only)</i></p> <p>All the associated clauses related to EMD in the RFP document may be considered modified accordingly.</p>
9.	Factsheet - Page 5	Point (h) - Date & Address of opening of Technical Bid - 02/03/2021 AT 2:00 PM	In line with the request made for revision of the bid submission deadline, it is suggested that the date of submission of the bid may be revised accordingly to the following: <i>“Date & Address of opening of Technical Bid - 15/03/2021 AT 4:00 PM”</i>	<p>The revised clause is as follows: <i>(h) - Date & Address of opening of Technical Bid - 12/03/2021 AT 2:00 PM</i></p> <p>All the associated clauses related to bid submission deadline and bid opening in the RFP document may be considered modified accordingly.</p>
10.	Section 1 – Introduction and Background (Page 7)	Clause E – Need for PMA Support: <i>The PMA support is aimed towards development of handicrafts sector byway of developing craft Clusters.</i>	UMSAS may like to clarify the number of handicraft clusters being considered under this PMA support. Additionally, we may like to request if the name of the	Estimated number of clusters to be covered as part of this assignment is 20. This may vary depending upon the project requirement.

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			proposed clusters can be shared with us. This will help in making a reasonable estimate towards the commercial proposal and expenses to be incurred.	
11.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #1: Assistance in Cluster Formation – Point (a) <i>Identify potential areas in the state for handicraft cluster formation</i>	UMSAS may like to clarify the number of handicraft clusters being considered under this PMA support. Additionally, we may like to request if the name of the proposed clusters can be shared with us. This will help in making a reasonable estimate towards the commercial proposal and expenses to be incurred.	Estimated number of clusters to be covered as part of this assignment is 20. This may vary depending upon the project requirement.
12.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #1: Assistance in Cluster Formation – Point (g) <i>Support UMSAS information and registration of producer organization.</i>	UMSAS may like to clarify the estimated number of Producer Organization being considered under this assignment. This will help in making a reasonable estimate towards the commercial proposal and expenses to be incurred.	Estimated number of Producer Organization to be covered as part of this assignment is 20. This may vary depending upon the project requirement. In case of any increase in the number of Producer Organization, there will be no escalation in the cost.
13.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #2: Skill Development – Point (a) - <i>Mapping of existing skills available in the cluster for the identified crafts and need of skill up- gradation and technical training.</i>	We understand that a survey of artisans will have to be organized in order to assess the training gap. UMSAS may like to clarify the estimated number of artisans being covered under this study.	The survey work has already been completed and information is already available. The information available with UMSAS will be made available to PMA team for mapping the existing skill and the need of skill upgradation. However, additional survey may be required to be undertaken on a need basis and as required by UMSAS. The

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				scope of work may be considered modified to that extent.
14.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #2: Skill Development – Point (b) - <i>Assess the training need of local artisans in each of the clusters and prepare a training need assessment report.</i>	It is being assumed that the number of artisans being considered is 20 times the number of cluster (assumption that 20 artisans per cluster is being considered). Kindly confirm if our understanding is correct.	Yes.
15.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #2: Skill Development – Point (d) - <i>Facilitate various skill development training programs and workshops to enhance the competencies of local artisans for increasing livelihood opportunities and socio-economic development.</i>	We understand that the logistics support for the training will be provided by UMSAS team. Please clarify whether our understanding is correct.	Training venue and associated facilities will be provided by UMSAS and PMA need to facilitate the training.
16.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #2: Skill Development – Point (e) - <i>Empanelment of State/National level awardees professional with working experience in handicraft sector to provide necessary skill development trainings</i>	It is being assumed that UMSAS may already have a ready list of State/National level awardees professional and PMA may be required to formalize it and facilitate signing of MoUs. Further, UMSAS may like to clarify the estimated number of such awarded being considered for empanelment.	Yes. Number of awardees to be empanelled will be decided by UMSAS from time to time and PMA will facilitate the same.
17.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #2: Skill Development – Point (f) - <i>To arrange training by engaging trainers / master trainers for providing design, design guide-lines and other related services to the CFC of Artisans on continuous basis ...</i>	It is being assumed that PMA will support UMSAS in identifying and engaging trainers/ master trainers for providing training. The honorarium/ per diem for engaging such trainers and other associated cost will be borne by UMSAS. PMA will not be required to incur such cost and	The financial and logistical aspect such as honorarium, boarding and lodging etc. for trainers will be managed by UMSAS. PMA is expected to facilitate this.

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			will play the facilitator role.	
18.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #2: Skill Development – Point (f) - ... <i>establish a “Design Bank” to cater to the need of retail/wholesale traders, merchant traders, exporters, entrepreneurs and other several channels etc.</i>	UMSAS may like to clarify the role of “Design Bank” in more detail. Further, it is being assumed that the Design Bank will be at the HQ and all the associated facilities including infrastructure required for setting up such bank will be borne by UMSAS.	Bidders are expected to make suitable assumptions based on their past experience on similar assignment. They may include their model, ideas, assumptions etc. as part of their proposal.
19.	Section 2 – Clause A : Terms of Reference (Page 8)	Activity #3: Fund Mobilization	As UMSAS may appreciate, mobilization of fund has lot of dependency on other agencies, stakeholders etc. PMA will make all possible efforts to achieve the desired results, however, it may not be able to make any upfront commitment in terms of amount of fund to be mobilized from various sources. Kindly confirm if our understanding is correct.	The understanding is correct.
20.	Section 2 – Clause A : Terms of Reference (Page 9)	Activity #4: Marketing & Promotion – <i>Point (d) PMA should establish its own quality control unit which should keep strict control on the quality of the raw material and the finished products. The unit has to give the quality certificate before the product goes into the market.</i>	As UMSAS may appreciate, setting up a Quality Control Unit requires establishing necessary infrastructure etc. which means additional cost and may not be the intended expectation from PMA. Therefore, it is hereby requested that the said clause may be amended along the following lines – <i>“PMA should support UMSAS in establishing quality control unit which should keep strict control on the quality of the raw material and the</i>	The modified clause is as follows: <i>PMA should support UMSAS in establishing quality control unit which should keep strict control on the quality of the raw material and the finished products. The unit has to give the quality certificate before the product goes into the market.</i>

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			<i>finished products. The unit has to give the quality certificate before the product goes into the market."</i>	
21.	Section 2 – Clause A : Terms of Reference (Page 9)	Activity #4: Marketing & Promotion – <i>Point (f) - Manage and operate the various e-commerce channels of UMSAS. If required, PMA can suggest new e-commerce channel to promote and enhance the sales. Also can develop the new e-commerce portal for UMSAS if it doesn't have own existing ecommerce platform..</i>	(i) As we understand, UMSAS already has an existing e-Commerce platform or it may already have a tie-up with existing e-Commerce platform. Therefore, it may not be required to develop a new e-commerce platform. Kindly confirm if our understanding is correct. (ii) Further, managing and operating e-commerce platform involves handling of financial aspects of UMSAS which ideally should under no circumstances be managed by PMA. Therefore, it is suggested that the following may be considered: <i>"Assist UMSAS in Managing and operating the various e-commerce channels. If required, PMA can suggest new e-commerce channel to promote and enhance the sales"</i> . Kindly consider.	(i) Your understand is correct as no new development is expected. (ii) The revised clause is as follows: (f) <i>Assist UMSAS in Managing and operating the various e-commerce channels. If required, PMA can suggest new e-commerce channel to promote and enhance the sales.</i>
22.	Section 2 – Clause A : Terms of Reference (Page 9)	Activity #4: Marketing & Promotion – <i>Point (g) - Manage and operate the store of UMSAS. PMA will be responsible to manage the stock that will be stored in UMSAS campus and will dispatch it to the respective outlets</i>	Managing and operating UMSAS stores involves handling of financial aspects of UMSAS which ideally should under no circumstances be managed by	The revised clause is as follows: (g) <i>Support UMSAS in managing and operating the store of UMSAS. PMA will support UMSAS in managing the stock that will be stored in UMSAS</i>

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		<i>according to the requirement. The store at outlets can be managed by the respective store in-charge appointed by UMSAS and PMA will supervise and provide a monthly product movement report.</i>	<p>PMA. Therefore, it is suggested that the following may be considered:</p> <p><i>“Support UMSAS in managing and operating the store of UMSAS. PMA will support UMSAS in managing the stock that will be stored in UMSAS campus and will dispatch it to the respective outlets according to the requirement. The store at outlets can be managed by the respective store in-charge appointed by UMSAS and PMA will supervise and provide a monthly product movement report.”</i></p>	<i>campus and will dispatch it to the respective outlets according to the requirement. The store at outlets can be managed by the respective store in-charge appointed by UMSAS and PMA will supervise and provide a monthly product movement report.</i>
23.	Section 2 – Clause B : Resource Requirements (Page 10)	Category column in resource table We request you to define the categories (Category A & B) mentioned in the table.	UMSAS may consider deleting the Category as it is not very clear what is the difference from the RFP document w.r.t. Category A and B.	The category A Resources will report to headquarter and Category B Resources will be placed as per the direction of UMSAS. The revised table is provided at Annexure I.
24.	Section 2 – Clause B : Resource Requirements (Page 10)	Responsibilities column in the Resource Table	<p>UMSAS may like to evaluate the Responsibilities column from the resource table. This is primarily because the responsibilities mentioned are either not aligned to the ToR or conflicting/vague in nature. For example –</p> <p>(i) IT & MIS specialist (CAT A) is required to create database which if it is an excel/ access based database then it should be fine. However, if it</p>	UMSAS would like to clarify that the responsibilities column in the resource table is indicative in nature only. In case of any deviation with respect to the Scope of Work (Section 2 – Clause A: Terms of Reference), Scope of Work will prevail and the responsibilities can be considered suitably amended up to that extent. Further, we have revised the resource table based on the suggestions to remove ambiguities around the responsibilities. The

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			<p>require to create a database then it may not be possible within the given resources. Further, this is not aligned to the ToR</p> <p>(ii) Librarian (Cat B) is required to update the library software. It may be impractical to expect the Librarian to update the Library software.</p> <p>There are many such discrepancies across the responsibilities column of almost all the positions and UMSAS may like to evaluate and consider deleting the Responsibilities column from the resource table. In case UMSAS decides to retain the Responsibilities column, then it may consider replacing the text across all positions with the following:- <i>“Responsible for activities and outputs identified and documented in the Terms of Reference (Section 2 – Clause A: Terms of Reference). Additionally, they will be responsible for activities and outputs allocated by UMSAS from time to time. “</i></p>	revised table is provided at Annexure I.
25.	Section 2 – Clause B : Resource Requirements (Page 14)	All categories of staff will be at UMSAS office/cluster level or as directed by UMSAS.	UMSAS may like to clarify the resources mentioned in the table which will be placed at UMSAS HQ and which ones will be	Refer Annexure I for details.

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			placed at cluster level. This will help us in planning the resources in a better way.	
26.	Section 3: C3 – Key Requirements of the bid (Page 16)	Earnest Money Deposit Point (a) – <i>“Bidders shall submit, along with their Bids, EMD (amount specified in the tender notification table), in the form of a Demand Draft/ Bank Guarantee drawn from any nationalized bank or scheduled bank in favour...”</i>	UMSAS may consider deleting Demand Draft as it may not be valid instrument for 6 months.	No changes recommended.
27.	Section 3: C3 – Key Requirements of the bid (Page 18)	Authentication of Bid – <i>“A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal submitted in response to this RFP.”</i>	It is suggested that “Board Resolution” should also be accepted as a valid document apart from “Power of Attorney” which is a standard practice.	Board Resolution in addition to Power of Attorney may be considered.
28.	Section 3: C3 – Key Requirements of the bid (Page 19)	Commercial Bid Price –Point 2 <i>“Bidders shall quote for the entire scope of contract on “overall responsibility” basis such that the total commercial bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product /services.”</i>	The usage of term “overall responsibility” is vague and may lead to inflated cost by all the bidders. Therefore, it is suggested that the following may be considered in lieu of the original clause: <i>“Bidders shall quote for the entire scope of contract as enumerated in Section 2 – Terms of Reference such that the total commercial bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product /services.”</i>	The revised clause is given below: <i>Bidders shall quote for the entire scope of contract as enumerated in Section 2 – Terms of Reference such that the total commercial bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product /services.</i>
29.	Section 3: C3 – Key Requirements of the bid (Page 19)	Commercial Bid Price –Point 5 <i>The local official travel including lodging/staying of all the PMA team shall be</i>	UMSAS may like to clarify the local official travel including lodging/ staying covers travel to	All the cost associated (i.e. local travel, boarding, lodging etc.) within the State have to be borne by the bidder.

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		<i>borne by the PMA</i>	<p>UMSAS HQ or UMSAS identified field offices. Any other location apart from the said location should be reimbursed on actuals. Kindly confirm if our understanding is correct.</p> <p>Further, any travel, boarding and lodging outside the State will be arranged by UMSAS. Kindly confirm.</p>	However, any travel, boarding and lodging outside the State will be reimbursed on actuals subject to pre-approval from UMSAS on all such travels. Mode of travel etc. will be decided by UMSAS and will be reimbursed for the approved modes of travel only. The said clause may be considered modified to this extent.
30.	Section 3: C3 – Key Requirements of the bid (Page 19)	<p>Commercial Bid Price –Point 6</p> <p><i>Any incidental expenses related to the project execution shall be borne by PMA</i></p>	It is hereby strongly recommended that incidental expenses should be reimbursed on actuals and should not be part of the existing fees as this may lead to escalation of cost.	The clause may be considered deleted.
31.	Section 3: C3 – Key Requirements of the bid (Page 19)	<p>Commercial Bid Price –Point 7</p> <p><i>The PMA team members may have to handle the office/project fund during the execution of the work in the field. So any loss/misappropriation of funds by the PMA team shall be responsibility of the PMA and recoverable/ adjusted from the Fee/Performance Security.</i></p>	<p>UMSAS may consider deleting or modifying this point as PMA team should under no circumstances should be handling the UMSAS office/ project fund during the execution of work. This may be a gross violation of the financial norms and may have other repercussions. Therefore, UMSAS may consider either deleting or modifying the points on the following lines:</p> <p><i>“The PMA team members will assist UMSAS officials in fund management. However, the PMA team will not be directly responsible for management of</i></p>	<p>The revised clause is as follows:</p> <p><i>The PMA team members will assist UMSAS officials in fund management. However, the PMA team will not be directly responsible for management of office/ project funds on behalf of UMSAS.</i></p>

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			<i>office/ project funds on behalf of UMSAS."</i>	
32.	Section 3: C3 – Key Requirements of the bid (Page 19)	Commercial Bid Price –Point 9 <i>The PMA Shall not pay less than 50 % of the price quoted against each position in the bid to the PMA team members.</i>	Salary of individual employee is a confidential information for all companies and thus it will be difficult to prove that the PMA is not paying less than 50% of the price quoted against each position in the bid to the PMA team members. Moreover, it is a QCBS bidding process which has 30% weightage on the financial bid value. Therefore, we would earnestly request UMSAS to consider deleting this clause.	The new clause will be “ The PMA has to deploy quality employees to the organization and will ensure their payment/salary on time. Also if any of the assigned works will get hampered by the PMA employee due to lack of remuneration/salary then organization hold the rights to deduct % of amount from the Monthly PMA Fee..
33.	Section 4: A.3Technical Evaluation Methodology (Page 22)	Point (c) - The minimum technical score cut-off is 80. Proposals scoring 70 or above points will qualify for commercial opening and further evaluation.	It appears that there has been a typing mistake and UMSAS may like to revise the cut-off to 80 to maintain uniformity.	The revised clause is as follows: (c) - The minimum technical score cut-off is 80. Proposals scoring 80 or above points will qualify for commercial opening and further evaluation.
34.	Section 4: A.4 Pre-qualification criteria (Page 23)	The bidder should have experience of PMC/PMA/PMU/PIA/CMTA for at least 2 craft based projects in India with minimum project value of Rs 50 lac or more.	Given the nature and scope of work, it appears that there has been a typographical error in the value of the assignment. Further, we may consider including sectors such as handloom, handicrafts, khadi etc. which has similar components. We would request the following amendments to the criteria: “ <i>The bidder should have experience of PMC/PMA/PMU/PIA/CMTA/ CMA for at least 2 handloom/handicrafts/</i>	The revised clause is as follows: <i>The bidder should have experience of PMC/PMA/PMU/PIA/CMTA/ CMA for at least 2 handloom/handicrafts/ Khadi/cluster development projects in India with minimum project value of Rs 2 crores or more.</i>

#	RFP document reference (Section & page number)	Content of RFP Requiring Clarification	Point of Clarification/ Suggestion	Response
			<i>Khadi/cluster development projects in India with minimum project value of Rs 2 crores or more"</i>	
35.	Section 4: A.4 Pre-qualification criteria (Page 23)	Point 6 - The bidder should not have been blacklisted by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.	UMSAS may consider providing flexibility in making minor amendments to the language in the certificate as these are to be vetted by the legal and risk team internally. Kindly consider.	Bidder may make minor amendments to the declaration subject to the condition that the overall purpose of the said condition is met – <i>"The bidder should not have been blacklisted by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date."</i>
36.	Section 4: A.5 Technical Evaluation criteria (Page 24)	Technical Evaluation Criteria Table	As you may appreciate that the proposed work is technical in nature and need in-depth expertise in the said area. Therefore, we would like to propose some changes in the Technical Evaluation Criteria which will ensure UMSAS receive responsive and competitive bids for the said opportunity. UMSAS may like to evaluate and consider if found appropriate. Refer Annexure I for details.	The revised technical evaluation criteria is provided at Annexure II.
37.	Section 4: B. Commercial Evaluation (Page 26)	B.1. Evaluation of Commercial Bids - Bullet Point 3 & 4	These are conflicting points and should be deleted.	Refer to our earlier response on this.
38.	Section 4: A.1 Technical Proposal Guideline (Page 21)	Bidders declared to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices by the client shall not be eligible		Bidder shall submit a self-declaration in this regard.

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39.	Section 4: A.1Technical Proposal Guideline (Page 21)	Bidders whose EMD was forfeited by any state or central government agency on serious/grave grounds i.e. submission of false/forged/tampered/fabricated/manipulated documents/information at any occasion during last five years from the date of issue of RFP, shall not be qualified		Bidder shall submit a self-declaration in this regard.
40.	Section 4: A.1Technical Proposal Guideline (Page 21)	Breach of general or specific instructions for bidding, general and special conditions of contract with any state or central government agency during the past 5 years may make a firm ineligible to participate in the bidding process		Bidder shall submit a self-declaration in this regard.
41.	Section 4: A.1Technical Proposal Guideline (Page 21)	The bidder is expected to understand the complete solution footprint, the processes and functions of the client while preparing the Technical Proposal		The bidder is expected to understand the processes and functions of the client while preparing the Technical Proposal
42.	Section 4: A.1Technical Proposal Guideline (Page 21)	Project Staffing Plan should include staffing plan, number and quality of people proposed for solution deployment, number and quality of people proposed for support.		Project Staffing Plan should include staffing plan, number and quality of people proposed for this service should be indicated in the proposal.
43.	Section 4: B..1. Final Selection of the Eligible Bidders (Page 27)	In case of a tie after the commercial evaluation stage, the Bank's decision will be final and will be based on marks scored in the technical evaluation only.		In case of a tie after the commercial evaluation stage, the UMSAS decision will be final and will be based on marks scored in the technical evaluation only.
44.	Section 4: C.1. Opening of the financial bid (Page 28)	In case of tie amongst two or more bidders who have the same bid price, the bidder with the highest technical scores will be invited for discussions for issuance of letter of intent.		In case of tie amongst two or more bidders who have the same Relative Combined Score, the bidder with the highest technical scores will be issued letter of intent.

Annexure I – Resource Table (Revised)

#	Designation& Location	Responsibilities (Indicative)	Qualification and Experience	No.
1.	Team Leader, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Acting as technical lead for all substantive and analytical work assigned Coordinating and supervising the activities of the entire team Assuming final responsibility of submission of deliverables/outputs / activities of UMSAS as assigned Overseeing quality control of key deliverables /outputs. Acting as spokesperson for the PMA 	<ul style="list-style-type: none"> MBA/ CA/ Post Graduate in Management etc. having minimum 15 years of experience in Rural development /Rural Marketing/ Cluster Development etc. Minimum 6 years of experience as Team Leader /Project head in Handicraft/Handloom/Khadi/Cluster development projects . 	1
2.	IT and MIS Specialist, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in maintenance of database including data entry(Perform MIS related tasks as deemed necessary by UMSAS Assist UMSAS in Online Marketing Management, Data Entry, Inventory Management and manage day to day reporting of the team Collecting Data from the IT/MIS expert of the clusters and prepare a central database . 	<ul style="list-style-type: none"> B.Tech/BCA/MCA/Post Graduate in Computer Science/ M.Tech with minimum 6 years of experience in web design and implementation Must be able to write clear, concise technical reports of high quality in English . 	1
3.	Design and Development Specialist, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in developing new prototypes to suit the tastes and preferences of contemporary market using the traditional skill of artisans Assist UMSAS in introduction of new techniques and technologies for enhanced production Assist in managing the Craft Design centre of UMSAS 	<ul style="list-style-type: none"> Graduate from NID /NIFT . Minimum 6 years of experience post qualification in the area of design and development of Handloom/Handicraft/Textile etc . 	1
4.	Marketing cum Procurement Specialist, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in enhancing the sales of handicraft products across the state . Assist producers organizations in meeting their sales target . Assist UMSAS in creating a feasible strategy to enhance the market access of handicraft products and establish market linkages with entities to grow market network . 	<ul style="list-style-type: none"> MBA/PGDM in Marketing or any relevant discipline. Minimum 6 years of experience in procurement and marketing preferably in handicraft /rural products/handloom/khadi etc. 	1

#	Designation& Location	Responsibilities (Indicative)	Qualification and Experience	No.
		<ul style="list-style-type: none"> Assist UMSAS in improve overall retail management, customer service and sales skills of local artisans Assist UMSAS in Quality control and Management of handicraft for marketing/promotion etc. 		
5.	Sr .Accountant cum procurement specialist, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in preparation of monthly statements by collecting data, analyzing variances, summarizing data, information, and trends . Assist UMSAS in preparation of quarterly and annual statements by assembling data Provide transaction advisory assistance to UMSAS on need basis 	<ul style="list-style-type: none"> B.Com/M.Com/ MBA (Finance) Minimum 6 years of experience in financial accounting, public procurement, transaction advisory etc. with government department/agencies. 	1
6.	IT and MIS Expert, Category B - Field Level Offices at Cluster	<ul style="list-style-type: none"> Assist UMSA in maintenance of database)including data entry(Maintain a list of all Raw material suppliers with their contact number . Comprehensive list of all product/items related to handicraft produced in Bihar . Assist UMSAS in Online Marketing Management, Data Entry, Inventory Management and manage day to day reporting of the team Perform MIS related tasks as deemed necessary by UMSAS . 	<ul style="list-style-type: none"> B.Tech/BCA/BSC-IT/MCA/Post Graduate in Computer Science/ M.Tech with minimum 3 years of experience in web design and implementation Must be able to write clear, concise technical reports of high quality in English. 	2
7.	E-commerce Expert, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in Managing and operating the various e-commerce channels. If required, PMA can suggest new e-commerce channel to promote and enhance the sales. Assist UMSAS in managing the the digital media platform like Twitter, Facebook, Instagram etc. Assist UMSAS in monitoring and reporting Product packaging and stock managing. 	<ul style="list-style-type: none"> B.Tech/BCA/BSC-IT/MCA/Post Graduate in Computer Science/ M.Tech with 3 years of experience in managing e-commerce websites, social media handling , procurement etc. Must be able to write clear, concise technical reports of high quality in English. Certification of Digital Marketing will be desirable. 	1
8.	Cluster Development Expert, Category B - Field Level	<ul style="list-style-type: none"> Assist UMSAS in managing the CFC at clusters. Assist in conduct regular SHG meeting, PO formation and cluster formation. 	<ul style="list-style-type: none"> MBA/ B.Tech/ Post Graduate or equivalent Minimum 3 years of experience in cluster development. 	6

#	Designation& Location	Responsibilities (Indicative)	Qualification and Experience	No.
	Offices at Cluster	<ul style="list-style-type: none"> Assist UMSAS, SHG, Pos etc. in creating raw material bank in their respective clusters. Assist UMSAS in procurement, production and marketing of handicrafts, training and capacity building, book keeping at SHG/PO/cluster level 		
9.	Marketing expert, Category B - Field Level Offices at Cluster	<ul style="list-style-type: none"> Assist UMSAS in enhancing the sales of handicraft products across the state. Assist producers' organizations in meeting their sales target. Create a feasible strategy to enhance the market access of handicraft products and establish market linkages with entities to grow market network. Assist in improving overall retail management, customer service and sales skills of local artisans 	<ul style="list-style-type: none"> MBA/PGDM/MFM in Marketing or any relevant discipline. Minimum 3 years of experience in Sales and Marketing preferably in handicraft/rural products/ handloom/khadi products etc. 	2
10.	Design expert, Category B - Field Level Offices at Cluster	<ul style="list-style-type: none"> Assist in developing new prototypes to suit the tastes and preferences of contemporary market using the traditional skill of artisans and introduction of new techniques and technologies for enhanced production. Assist in preparation of business plan for establishment of craft design centre. 	<ul style="list-style-type: none"> Graduate from NID, NIFT Minimum 3 years of experience post qualification in the area of design and development. 	3
11.	Designer, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist in developing new design for UMSAS training section. Assist in preparing range of traditional and contemporary products using skills of artisan/students and introduction of new techniques and technologies for enhanced production. 	<ul style="list-style-type: none"> Diploma in Fashion Designing or equivalent. Minimum 3 year of experience in Handicraft/Handloom/ Khadi sector. Preference will be given to state awardee/National Awardee 	1
12.	Curator, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in managing the museum of UMSAS. Assist in organizing show/exhibitions of craft. Assist in documenting the craft history etc. Profiling of the artifacts. 	<ul style="list-style-type: none"> M.A. in Ancient Indian History & Archaeology and other related areas. Strong computer skills with experience in MS Office, supported with Degree/Diploma/ Certificate etc. Minimum 3 years of experience working in a museum of repute 	1
13.	Accountant cum Cashier, Category A - UMSAS HQ,	<ul style="list-style-type: none"> Assist UMSAS in preparing monthly statements by collecting data, analyzing and summarizing data, information, and 	<ul style="list-style-type: none"> Bachelor/Master of Commerce(B.com/M. Com)/MBA (Finance) 	1

#	Designation& Location	Responsibilities (Indicative)	Qualification and Experience	No.
	Patna	<ul style="list-style-type: none"> trends. Assist in preparation of quarterly and annual statements. 	<ul style="list-style-type: none"> Minimum 3 years of experience in financial accounting, computer operation/accounting software etc 	
14.	Librarian, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Managing the library of UMSAS 	<ul style="list-style-type: none"> B. Lib Minimum experience of 3 years in managing the libraries etc. 	1
15.	Photographer, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Provide photography support to UMSAS in developing catalogues etc. 	<ul style="list-style-type: none"> Certificate/ Diploma in Photography from any recognized institutes. Minimum 3 years of experience in photography 	1
16.	Office Executive, Category B - Field Level Offices at Cluster	<ul style="list-style-type: none"> Assist UMSAS in day to day office management support 	<ul style="list-style-type: none"> Graduate with minimum of 55% mark. Good in writing Hindi and English. Strong computer skills with experience in MS Office Minimum 3 years of work experience 	3
17.	Hostel Superintendent, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in reviewing and monitoring the operations of the hostel 	<ul style="list-style-type: none"> Graduate with minimum of 55% mark. Minimum 3 years of work experience in facilities management etc. 	1
18.	Store In-charge, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in managing all the Day - to - Day Stores Function as per the SOP (Standard Operating Procedure). 	<ul style="list-style-type: none"> Graduate with minimum of 55% mark. Minimum 3 years of work experience in store management etc. Strong computer skills with experience in MS Office 	1
19.	Public Relation officer, Category A - UMSAS HQ, Patna	<ul style="list-style-type: none"> Assist UMSAS in establishing and managing relationship with other departments and organizations for publicity of the products Assist UMSAS in publishing publications like newsletter, magazines etc. Assist UMSAS in handling the digital media platform of the UMSAS 	<ul style="list-style-type: none"> Bachelor's degree in Mass communication/Media Journalism Minimum 3 years post qualification experience. 	1

Note:

- (i) The number of proposed manpower is minimum number and depending upon the project requirement, the resource number can be increased.

- (ii) The responsibilities mentioned above is indicative in nature and in case of any ambiguity, the terms of reference will prevail.
- (iii) All categories of staff will be at UMSAS office/cluster level or as directed by UMSAS. They have to be the interface between the artisans/community and the UMSAS.

Annexure II – Technical Evaluation Criteria Table (Revised)

#	Criteria	Basis for Evaluation	Max Marks	Supporting Documents
1.	Company Profile		5	
	Average turnover from government related services in last 3 years (Turnover in Crores)	<ul style="list-style-type: none"> More than Rs. 50 Crores with positive net worth of more than Rs. 25 crores: 5 marks Between Rs. 40 Crores to Rs. 50Croreswith positive net worth of Rs. 20crores or more: 2.5 marks Between Rs 30 Crores to Rs.40 Croreswith positive net worth of Rs. 15crores or more: 1 mark (no mark for less than Rs 30 cr turnover) 	5	As per the form given in section 5 Extracts from the audited Balance sheet and Profit & Loss
2.	Relevant Strengths		30	
A	Experience of PMC/PIA/ PMA/PMU/CMTA etc. for any state or central government agency or anyother Public sector undertaking or aCorporation in India	<ul style="list-style-type: none"> 1 mark for each project with a maximum marks for 10 or more projects. <p>Note: Projects less than INR 5 Crores will not be considered for evaluation.</p>	10	As per the form given in section 5. Completion Certificates from the client or Work Order/ Agreement Copy & Self Certificate of Completion/ Last Invoice
B	Experience of undertaking projects in following areas: <ul style="list-style-type: none"> Training &Capacity building, Marketing &Promotion, Design and Technology development Common Facility Centers etc. 	<ul style="list-style-type: none"> 2 marks for each project undertaken in any of these areas with a maximum marks for 5 or more projects 	10	As per the form given in section 5. Completion Certificates from the client or Work Order/ Agreement Copy & Self Certificate of Completion/ Last Invoice
C	Experience of undertaking consulting assignments in in Rural Development sectors such as handloom/handicraft/ cluster development/ Khadi etc. as PMA/PMU/PMC/PIA with minimum of Rs. 2 crore or more project value during the last 5 years	<ul style="list-style-type: none"> 1 marks for each project undertaken in any of these areas with a maximum marks for 5 or more projects 	5	As per the form given in section 5. Completion Certificates from the client or Work Order/ Agreement Copy & Self Certificate of Completion/ Last Invoice
D	Experience of handling Development Commissioner – Handicraft/ Ministry	<ul style="list-style-type: none"> Each project 1 mark and 	5	As per the form given in section 5.

#	Criteria	Basis for Evaluation	Max Marks	Supporting Documents
	of Textiles funded projects during the last 5 years	maximum of 5 marks		Completion Certificates from the client or Work Order/ Agreement Copy & Self Certificate of Completion/ Last Invoice
3.	Approach & Methodology Proposed		30	
A	Approach & Methodology proposed for the demonstration of understanding of scope of work, which would be required to deliver the service required by the department	Qualitative Assessment based on demonstration of understanding of the Department's requirements through providing: <ul style="list-style-type: none"> Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work Approach proposed and its components, Learning on Issues Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference 	20	As per the form given in section 5
B	Project work break down structure	Qualitative assessment based on timelines, resource assignment, dependencies and milestones	10	As per the form given in section 5
4.	Project Management Resource Profile		35	
	Resume of all key technical resources proposed for the assignment (Project Management Team Resumes)	Qualitative assessment. Following profiles will be evaluated on the basis of educational qualification (50%) and Experience (50%): <ul style="list-style-type: none"> (i) Team Leader: 6Marks (ii) IT/ MIS Specialist: 3 Marks (iii) Designer and Development Specialist: 3Marks (iv) Marketing cum Procurement specialist: 3 Marks (v) Sr. Accountant cum procurement specialist: 3 	35	As per the form given in section 5

#	Criteria	Basis for Evaluation	Max Marks	Supporting Documents
		marks (vi) E-Commerce Expert: 3 marks (vii) Designer: 3 marks (viii) Photographer: 3 marks (ix) Marketing Expert: 2 marks (1 mark for each expert) (x) Cluster Development Expert: 3 marks (0.5 mark for each expert) (xi) Design Expert: 3 marks (1 mark for each expert)		

Annexure III – Draft Contract

Section 1: FORM OF CONTRACT

CONTRACT FOR: Project Management Agency for development of handicrafts in Bihar for UpendraMaharathiShilpAnusandhanSansthan

CONTRACT NUMBER: [***]

THIS CONTRACT is made

BETWEEN : UpendraMaharathiShilpAnusandhanSansthan (UMSAS) Department of Industries, GoB(hereinafter referred to as “the Client”)
AND : XXXXX(hereinafter referred to as “the Consultant”)

WHEREAS:

- A.** the Client has requested the Consultant to provide certain consulting services as defined in the Section 4 Terms of Reference attached to this Contract (hereinafter called the “Services”);and
- B.** the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Special Conditions
Section 4	Terms of Reference
Section 5	Schedule of Prices

Appendices:

Appendix A:	Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
Appendix B:	Consultants’ Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.
Appendix C:	Minutes of Financial/ Contract Negotiations with the Consultant, If any.
Appendix D:	Copy of letter of invitation
Appendix E:	Copy of letter of acceptance
Appendix F:	Copy of Bank Guarantee for Performance Security
Appendix-G:	Minutes of the pre-bid meeting
Appendix-H:	Copy of Consultant’s/supplier’s original bid including Approach & Methodology proposed

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2.
- The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Consultant in accordance with the provisions of the Contract.

3. Commencement and Duration of the Services

The Consultant shall start the Services on XXXXX ("the Start Date") and shall complete them by XXXXXX ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed INR XXXXXX [Rupees XXXXXXXX only] exclusive of any government tax, if applicable ("the Financial Limit").

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Client

For and on behalf of Consultant

Signature:

Signature:

Name:

Name:

Date:

Date:

Witness on behalf of Client

Witness on behalf of Consultant

1.

1.

2.

2.

Section 2: GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- (d) "GCC" means these General Conditions of Contract;
- (e) "Government" means the Government of Bihar;
- (f) "Currency" means the Indian National Rupee;
- (g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities
- (h) "Personnel" means persons hired by the Consultants as approved by CLIENT as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- (k) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7; and
- (l) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.
- (m) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

1.3 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Heading

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

Client :	Consultant:
Director ,	To be filled
UpendraMaharathiShilpAnusandhanSansthan,	
Patliputra Industrial Area,	
Patna (Bihar)	

1.7 Location

The Services shall be performed at such locations as specified in TOR

1.8 Authority of Member in Charge

The consultants shall hereby authorize Team Leader to act on their behalf in exercising the entire Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the authorized representative.

1.10 Taxes and Duties

The Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than one (1) month written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GCC 2.8 hereof, this Contract shall expire on the date mentioned in Section 1 clause 3 'Commencement and Duration of the Services'.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has

authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, project timelines etc. may only be made by written agreement between the Parties. Pursuant to Clause GCC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "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.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, 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 Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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 Contract insofar 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 Contract.

2.7.3 Measures to be Taken

- (a) 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.
- (b) 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
- (c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4 Extension of Time

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

2.7.5 Payments related to Force Majeure

Both the parties will have to bear their own cost during the force majeure.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have 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.

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the

Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension

2.8.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (f) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof

2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultants 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. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as

provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination
- ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1. General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Sub-consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in

any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified by Client

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

The Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as necessary and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Consultants' Actions requiring Client's prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in **Appendix A** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment

and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnel is to be increased. The consultant will have to take into account the requirement of personals and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, Equipments and other infrastructure the consultant should quote the rates per kilometre
- (c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 Approval of Personnel

In respect of Key Personnel, which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

Working hours and holidays for Key Professional shall be as the standards defined by UMSAS from time to time.

4.5 Removal and/or Replacement of Personnel

- a) Once approved by the Client no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Client (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Client. Any such replacement shall be at risk & cost of the consultant.

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the CLIENT shall:

- (a) assist the Consultants, Sub consultants and Personnel in arranging work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) facilitate clearance through customs of any property required for the Services;
- (d) issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Change in the Applicable Law

The consultant shall bear all financial implication, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties.

5.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

5.4 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS

6.1 The payment shall be made as per Section 5 – Schedule of Prices.

6.2 The payment shall be made through A/c payee cheque payable at Patna/NEFT/ Electronic Transfer etc., in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- a) The Client shall cause to be paid to the Consultants an advance and as otherwise set forth below (if applicable). The advance payment will be due after provision by the Consultants to the Client of a bank guarantee of any nationalised bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and (ii) in such form as the Client shall have approved in writing.
- b) Payment Schedule: The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given in Section 5 Schedule of Prices.
- c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.
- d) The Client shall cause the payment of the Consultants as given in Section 5 schedule of prices within thirty (30) days after the receipt by the Client of bills.
- e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

7. Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required.

7.2 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted

7.3 ACTION FOR DEFICIENCY IN SERVICES

7.3.1 Consultants liability towards the Client

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him

7.3.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.2, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the execution of the assignment involving time and cost overrun and adverse effect on reputation of CLIENT, other penal action including debarring for certain period may also be initiated as per policy of CLIENT.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act.
