



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



Tender Reference No: 108 DATE 25/01/2021

January 2021

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Govt. of Bihar
Department of Industries
Upendra Maharathi Shilp Anusandhan Sansthan, Patna
Tender Notification

Ref No. 108 Date:25/01/2021

Request for Proposal for: Selection of a Project Management Agency to develop handicrafts in Bihar for Upendra Maharathi Shilp Anusandhan Sansthan, Patna

1. Upendra Maharathi Shilp Anusandhan Sansthan, Patna intends to hire a Project Management Agency with the objective to promote and develop handicrafts in Bihar.
2. This Request for Proposal (RFP) is to solicit technical and financial proposals from the prospective bidders for undertaking Project Management service for developing handicrafts in Bihar and providing day to day operational and financial management support for the specified period to Upendra Maharathi Shilp Anusandhan Sansthan(UMSAS).
3. The Project Management Agency (PMA) selected through this bidding procedure shall deliver requisite services directly to the UMSAS. UMSAS shall also monitor the PMA services and shall make related contractual payments based on acceptance and certification of deliverables/activities.
4. The period for the requested tender is 24 months.
5. The Bidding will be conducted in accordance with Single-Stage, Two Envelope Bidding Procedure based on the evaluation and qualification criteria detailed in Section 3 of this RFP.
6. UMSAS will not be responsible for any costs or any expenses incurred by the bidders in connection with the preparation of pre-bid queries, participation in pre-bid conference, preparation or delivery of bids.

FactSheet

#	Information	Details
a)	RFP No. and Date	108 Dated 25/01/2021 The bidders can download the RFP document from the following websites : www.umsas.org.in
b)	Sale & RFP Document Purchase Price	INR 5,000/- (Rupees Five Thousand only) in the form of Demand Draft from a Nationalized bank/ Scheduled Bank in favour of "Upendra Maharathi Shilp Anusandhan Sansthan (UMSAS)" payable at "Patna"
c)	Date and Address of pre-bid meeting	03/02/2021 at 15:00Hrs. Address: Chamber of Director of Industries, Govt. of Bihar, 2 nd Floor, Vikash Bhawan, Bailey Road, Jawaharlal Nehru Marg, Patna, Bihar-800015
d)	Last date for receipt of bid	10/03/2021 BY 3:00 PM
e)	Address for submission of Proposal	Upendra Maharathi Shilp Anusandhan Sansthan, Patliputra Industrial Area, Patna-800013 Telephone: +91612-2262482 http://www.umsas.org.in , Email: uminstitute@gmail.com
f)	Earnest Money Deposit (EMD)	INR 10,00,000/- (Rupees Ten Lakh only) in the form of Bank Guarantee from a Nationalized bank/Scheduled Bank in favour of "Upendra Maharathi Shilp Anusandhan Sansthan, Patna" valid for 180 days from the date of Submission of the bid.
g)	Bid Validity Period	180 Days (One Eighty Days) from the date of Submission of the Bid.

Request for Proposal (RFP) for selection of Project Management Agency for development of handicrafts in Bihar for Upendra Maharathi Shilp Anusandhan Sansthan

h)	Date & Address of opening of Technical Bid	12/03/2021 AT 2:00 PM Address: Chamber of Director of Industries, Govt. of Bihar, 2 nd Floor, Vikash Bhawan, Bailey Road, Jawaharlal Nehru Marg, Patna, Bihar-800015
i)	Date of opening of Commercial Bid	Will be intimated later through email.
j)	For any further clarification	Director Upendra Maharathi Shilp Anusandhan Sansthan, PatliputraIndustrialArea,Patna–800013 Telephone:+91612-2262482 http://www.umsas.org.in Email: uminstitute@gmail.com

Director
UpendraMaharathiShilpAnusandhanSansthan,
Patna (Bihar)

Section 1: Introduction and Background

A. Background

Upendra Maharathi Shilp Anusandhan Sansthan (UMSAS) is an institute established in 1956 by the Department of Industries, Government of Bihar to preserve, research and promote various forms of Bihar handicrafts. The institute is continuously working towards growth and development of crafts sector and crafts men in an integrated manner. The Institute conducts product development, research and training activities and also attempts to safeguard the languishing craft soft he state.

B. Vision ofUMSAS

To be the State nodal agency for preservation and promotion of Biharhandicrafts. To establish crafts of Bihar on the world platform and work towards preserving, encouraging and enhancing the rights of artisans/craftsperson.

C. Key Objectives ofUMSAS

UMSAS was established with an objective to support craft production, ensure artisan welfare, support craft marketing initiative, support establishment of craft resource banks etc. A brief outline of the institute's key objectives across various dimensions is given below:

- ❑ **Support Craft Production** – To facilitate (i) formation of Self Help Groups/ Co-operative societies/ associations of craft persons, (ii) establishment of common facilities centers and up- gradation of technology, and (iii) acquire movable and immovable propertiesfor production and marketing initiatives.
- ❑ **Strengthen Craft Marketing Initiatives:** To facilitate: (i) organizing buyers-sellers meet, craft exhibitions and bazaars, (ii) web based marketing and e-commerce avenues, (iii) conducting conferences, symposia, seminars, workshops, awareness camps etc., (iv) branding of particular traditional handicrafts and marketing, (v) obtaining patent /registering for G.I. for particular traditional handicrafts, (vi) establishment of craft-parksetc.
- ❑ **Establish craft resource bank/ preservation and revival:** To facilitate: (i) development of craft data banks, (ii) management of state crafts museum/ galleries, physical and digital craft archives, (iii) preservation and revival of languishingcrafts.
- ❑ **Outreach, Collaboration and Network:** To assist in: (i) establishing synergy among various development partners in the field of handicrafts, (ii) entering into collaborative arrangements with other organizations for transfer of improved technology, procurement of raw-materials, marketing and sale of handcrafted products, and (iii) formulation of project reports for craft persons/ associations
- ❑ **Artisan welfare and revenue generation:** To facilitate: (i) registration of craft-persons/associations of craft persons, (ii) arrangement of welfare of crafts persons, (iii) recognition of craft persons in the field of handicrafts by giving awards, (iv) raising funds by way of fees/charges, grants, loans, contribution including foreign aid, through and from Govt. of India, Govt. of Bihar, statutory corporations, bodies, financing institutions & other sources, (v) establishment, management and supervision of trainingcenters
- ❑ **Design and product Development:** To facilitate: (i) conducting examination for assessment of skill, (ii) certifying quality of handcrafted products, (iii) managing and supervising the state level design center in order to promote design development, product innovation and product

diversification, and (iv) Conducting design development programs, arrange competitions among craft persons for development of new design.

D. Focus Area of UMSAS

- ② **Workshops:** The institute conducts several craft-specific workshops and training programs to help artisans with new designs, tools, technology, techniques, raw material, etc. Most of these workshops have had global consultants coming together to work with groups of 20-50 artisans at a time.
- ② **Education & Training:** The institute runs training program of six months duration throughout the year in 10 various forms of art and craft. Students get trained under the guidance of skilled craftsmen. They also learn entrepreneurial skills, promotional activities connected with their traditional arts and crafts.
- ② **Marketing:** In the past few years, UMSAS has collaborated with other agencies, NGOs and organizations to provide inputs on design as well as marketing suggestions to local artisans. The institute also organizes exhibition of handicrafts for marketing purpose.
- ② **Promotions of Art & Crafts :** The institute provides facilitation support in promoting Bihari art and crafts such as Manjusha Art (Angika Art), Patna Kalam, Tikuli Art, Craft, Bamboo & Cane craft, Metal Craft, Papier Mache, Pottery & Ceramics, Sikki Craft, Stone Carvings, Wood Craft, Textile, Applique, Block Printing, Sujini Embroidery and etc.

E. Need for PMA Support

Even though the handicraft articles of Bihar are being appreciated & recognized around the world, the sector needs institutional support in design development and technological support to survive. Unless, the traditional craft is protected, promoted & supported, survival of the craftsmen may come at stake. There is a great market potential for the handicraft of Bihar in the national and international market which can also bring immense livelihood opportunities among the Artists of Bihar.

The PMA support is aimed towards development of handicrafts sector by way of developing 20 craft Clusters (May vary depending upon the project requirement) with definite goals and targets of enhancing the exports and providing enabling environment to artisans for marketability of their products as per the present market needs and requirements. The specific objective is to increase income and job opportunities for Craftsperson /Artisans/ Entrepreneurs in selected Crafts by improving productivity, diversification, and products quality while establishing efficient marketing services and facilities. Further, the selected PMA will also support in managing day to day operation of UMSAS at HQ and at the field level. To execute this project and other projects sanctioned to Upendra Maharathi Shilp Anusandhan Sansthan (UMSAS), Dept. of Industries, Govt. of Bihar, UMSAS is planning to hire Project Management Agency (PMA) for implementation of these projects.

Section2: Terms of Reference

A. Scope of Work

Activity #1: Assistance in Cluster formation

- a) Identify potential areas in the state for handicraft cluster formation. Select at least 20 artisans for each clusters on the basis of eligibility criteria as decided by UMSAS later
- b) Provide assistance to UMSAS in creating and developing infrastructure for new clusters or revival of existing clusters. Estimated number of clusters to be covered as part of this assignment is 20. This may vary depending upon the project requirement.
- c) Assistance to UMSAS in establishment of Common facility centre (CFC) equipped with suitable modern machineries required for training cum production of quality products for providing avenues for value addition, production, quality assurance, etc. The design of the CFC shall vary from craft to craft and on the basis of expressed/identified need of the artisans & blocks. The basic infrastructure covering a godown, office, facilities for dyeing, training along with internet facilities in the form of CFC, may be set up at the block having artisans.
- d) Prepare an action plan for ensuring the availability of required infrastructure to artisans in CFC.
- e) Assess the present condition of the infrastructure in CFC and suggest need based addition required to be made for running this CFC effectively.
- f) Identify and suggest structure & strategy to be adopted for formation of the institutional framework and organizational structure for running of CFC.
- g) Support UMSAS information and registration of producer organization. Identify the group of Artisans including State & National Awardees for particular trade/items and form producer organizations. 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.
- h) Provide handholding support in the area such as branding, packaging, labeling, barcoding, etc.

Activity #2: Skill Development

- a) 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 scope of work may be considered modified to that extent..
- b) Assess the training need of local artisans in each of the clusters and prepare a training need assessment report
- c) Suggestion for proposed interventions in the areas of skill development including Entrepreneurship Development.
- d) Facilitate various skill development training programs and workshops to enhance the competencies of local artisans for increasing livelihood opportunities and socio economic development. Training venue and associated facilities will be provided by UMSAS.
- e) Empanelment of State/National level awardees professional with working experience in handicraft sector to provide necessary skill development trainings.
- f) 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 and establish a "Design

Bank” to cater to the need of retail/wholesale traders, merchant traders, exporters, entrepreneurs and other several channels etc.

Activity #3: Fund Mobilization

- a) Provide assistance to UMSAS in getting funds from Govt. of India and Govt. of Bihar.
- b) Educate local artisans/craftsperson about various schemes under Development Commissioner (Handicrafts).
- c) Identify other funding sources such as multi-lateral institutions, micro-credit institutions etc. and facilitate in obtaining such funding
- d) Identify funding sources from GOI and other sources and facilitate in obtaining necessary funding support
- e) Facilitate funding through CSR initiative of various other organizations

Activity #4: Marketing and Promotion

- a) To enhance the access of artisans to various markets and marketing channels along with creating awareness about handicrafts amongst consumers & public at large both in domestic and international market
- b) Assist UMSAS in organizing and participating in seminar, national and international trade fairs and workshops, symposium and exhibitions, organize and participate in buyers sellers meet and domestic exhibition
- c) Assistance in setting up the buyers bank etc.
- d) PMA will assist UMSAS to 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.
- e) Supervise the Sales of UMSAS outlets that is operated by UMSAS and its appointed executive. Also will monitor the work and insure that it will be implemented according to the SOP.
- f) PMA will assist to 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 ecommerce portal for UMSAS if it doesn't have own existing ecommerce platform.
- g) PMA will assist to 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 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.

Activity #5: Provide day to day support

- a) The PMA will provide support to UMSAS in performing their day to day technical, administrative and financial management support as per the action plan of UMSAS.
- b) The Category A resources will report to headquarter and Category B Resources will be placed as per the direction of UMSAS.

B. Resource Requirements:

#	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,	<ul style="list-style-type: none"> Assist UMSAS in enhancing the sales of handicraft products 	<ul style="list-style-type: none"> MBA/PGDM in Marketing or any relevant discipline. Minimum 6 years of experience in 	1

#	Designation& Location	Responsibilities (Indicative)	Qualification and Experience	No.
	Category A - UMSAS HQ, Patna	<p>across the state .</p> <ul style="list-style-type: none"> 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 . 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. 	procurement and marketing preferably in handicraft/rural products/handloom/khadi 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 	<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

#	Designation& Location	Responsibilities (Indicative)	Qualification and Experience	No.
		necessary by UMSAS .		
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 Offices at Cluster	<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. 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 	<ul style="list-style-type: none"> MBA/ B.Tech/ Post Graduate or equivalent Minimum 3 years of experience in cluster development. 	6
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 	<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

#	Designation& Location	Responsibilities (Indicative)	Qualification and Experience	No.
		service and sales skills of local artisans		
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, Patna	<ul style="list-style-type: none"> Assist UMSAS in preparing monthly statements by collecting data, analyzing and summarizing data, information, and trends. Assist in preparation of quarterly and annual statements. 	<ul style="list-style-type: none"> Bachelor/Master of Commerce(B.com/M. Com)/MBA (Finance) Minimum 3 years of experience in financial accounting, computer operation/accounting software etc 	1
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,	<ul style="list-style-type: none"> Provide photography support to UMSAS in developing catalogues 	<ul style="list-style-type: none"> Certificate/ Diploma in Photography from any recognized institutes. 	1

#	Designation& Location	Responsibilities (Indicative)	Qualification and Experience	No.
	Patna	etc.	<ul style="list-style-type: none"> Minimum 3 years of experience in photography 	
16.	Office Executive, Category A - UMSAS HQ, Patna	<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:

- The number of proposed manpower is minimum number and depending upon the project requirement, the resource number can be increased.
- The responsibilities mentioned above is indicative in nature and in case of any ambiguity, the terms of reference will prevail.
- 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.

C. Payment Terms and Schedules:

The selected agency will be required to submit the invoice for every month along with the monthly progress report. The rates would be used as per commercials quoted by the selected agency to arrive at the costing of the assignment under the agreed strategy plan and payments. The terms of payment component- wise will be as follows.

Disbursement and conditions	Monthly Fee Payment
Monthly fees for Category A & B resources will be disbursed after submission of the Monthly Progress Report.	Monthly fees will be paid after submission and approval of monthly progress report.

Note:- 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

Section3: Instruction to Bidders

A. General Instructions

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the UMSAS on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the UMSAS. Any notification of preferred bidder status by the UMSAS shall not give rise to any enforceable rights by the Bidder. The UMSAS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the UMSAS.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

B. Compliant Proposals/Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - (i) Comply with all requirements as set out within this RFP.
 - (ii) Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - (iii) Include all supporting documentations specified in this RFP
 - (iv) Submit Resume/CV of category A & B resources

C. Pre-bid Meeting and Clarification

C.1 Bidders Queries

UMSAS shall hold a pre-bid meeting with the prospective bidders on due date as given in the notice.

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to UMSAS by hard copy on or before due date as given in the notice.

The queries should necessarily be submitted in the following format

S.No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1			
2.			

UMSAS shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time will not be entertained by the UMSAS.

C.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the UMSAS will endeavor to provide timely response to all queries. However, UMSAS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does UMSAS undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, UMSAS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, UMSAS may, at its discretion, extend the last date for the receipt of Proposals.

C.3 Key requirements of the Bid

Right to Terminate the Process

- a) UMSAS may terminate the RFP process at any time and without assigning any reason. UMSAS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by UMSAS. The bidder's participation in this process may result in UMSAS selecting the bidder to engage towards execution of the contract.

RFP Document Fees

- a) 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 favor of "Upendra Maharathi Shilp Anusandhan Sansthan (UMSAS)" payable at Patna, Bihar from any scheduled commercial banks.
- b) The bidder may also download the RFP documents from the website. In such case, the demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

Earnest Money Deposit (EMD)

- a) 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 of Upendra Maharathi Shilp Anusandhan Sansthan, payable at Patna branch and valid for 90 days from the last date of the bid submission. Bid security in any other form will not be accepted. EMD in the shape of Demand Draft/ Bank Guarantee shall be submitted in the format provided in the section 5 of this RFP.
- b) The EMD i.e. bid security is interest free
- c) The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee. The bid security of all unsuccessful

bidders will be returned by the client at the earliest either after expiry of the final bid validity or within 30 day after award of the contract to the successful bidder.

- d) The bid submitted without bid security, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- e) The bidder shall extend the validity of the offer and EMD on request by the client
- f) The bid security may be forfeited, if a bidder withdraws its bid during the period of bid validity or/ and in case of a successful bidder, if the bidder fails to sign the agreement in accordance with terms and conditions

Deadline for submission of proposals

- a) Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the address as specified in Tender Notification.
- b) Last Date & Time of submission: As given in the Tender Notification
- c) The client may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of the client and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
 - (i) Response to Pre-Qualification Criterion and Technical Proposal: 1 Original + 2 Copies + 1 CD in first envelope
 - (ii) Commercial Proposal - 1 Original in second envelope
- b) The Response to Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super scribing "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each type of bid should also be marked as "Original" OR "Copy" as the case may be.
- c) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- d) The two envelopes containing copies of Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Name of the assignment>-< RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".
- e) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g) The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such

corrections must be initiated by the person (or persons) who sign(s) the proposals.

- h) All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- i) In case of any discrepancy observed by Department of Industries in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Department of Industries in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the softcopy.

Authentication of Bid

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. Board resolution in addition to Power of Attorney may be considered.

Proposal Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by UMSAS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. UMSAS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

Venue and Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted as per the details provided in section 1: Fact sheet of this RFP document.

Amendment of Request for Proposals

At any time prior to the deadline (or as extended by UMSAS) for submission of bids, UMSAS for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the website, and these will be binding on all the bidders. UMSAS, at its discretion, may extend the deadline for the submission of proposals. UMSAS may change the scope after the submission of technical bids by the Bidders. In this case, UMSAS will release a corrigendum/ clarification and ask the Bidders to resubmit their commercial bids only.

Commercial Bid Price

1. Commercial Bid shall be as per the format provided in this RFP. Bid price for evaluation purpose is

inclusive of all applicable taxes, duties, other levies and charges etc. All applicable taxes, duties, other levies and charges etc. shall be required to be mentioned as per the commercial format. .

2. 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.
3. Prices quoted by the Bidder shall remain fixed during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation or with incomplete details will be treated as non-responsive and shall be rejected.
4. The bidder has to provide computer/laptop to all the team members engaged in the head quarter/clusters during the project period.
5. All the cost associated (i.e. local travel, boarding, lodging etc.) within the State have to be borne by the bidder. 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.
6. 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.
7. The cost of any overhead/institution charge/insurance of PMA team members/tax/PF/EPF/Office stationery of managing the PMA shall be included in the manpower cost and become part of the commercial bid.
8. 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.

Late Bid

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) UMSAS shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) UMSAS reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

Evaluation Process

- a) UMSAS will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the UMSAS shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

Tender Opening

- a) Tender Opening shall happen as per the details provided in Data Sheet under the chairmanship of Nodal Officer or any other officer authorized by UMSAS, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b) The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bona fide for attending the opening of the proposal.

Section 4: Technical and Commercial Evaluation

A. Technical Proposal Evaluation

A.1 Technical proposal guidelines

- a) The invitation for bids is open to all entities registered in India who fulfill technical criteria as specified in this RFP
- b) 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.
- c) 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.
- d) 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.
- e) The bidder is expected to understand the complete solution footprint, the processes and functions of the client while preparing the Technical Proposal
- f) The bidder is expected to bid for the project with a complete understanding that, all the processes, functions, services requirement etc., given in this RFP, at a fixed price, without any provisions for bargaining for a different interpretation of the specifications in this RFP and changes in scope, while executing the project
- g) While the bidder has the freedom in making any assumptions about the processes and functions of the client while interpreting the details given in this RFP, such assumptions cannot be the basis for any bargaining or different interpretation during the execution of the project. The client interpretation shall be final and binding on all the bidders. The assumptions made by the bidder shall not have any impact on the commercial bid submitted
- h) The client retains the right of the final say in the interpretation of the scope of the Project in terms of the interpretation of the functions and processes of the client, as listed in this RFP
- i) The Technical proposal should address all the areas/ sections as specified in the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP.
- j) The Technical proposal must not contain any pricing information.
- k) The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification.
- l) Wherever the customer name is asked for, in experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
- m) The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. However, the bidder is expected to provide the names of the organizations, only if the organization is the direct customer (had a direct

contract) of the bidder.

- n) The bidder shall number all the pages of the Technical proposal including the annexure and other attachments.
- o) The Technical proposal shall be in line with the requirements and shall strictly comply with all the forms and formats as provided in section 5 of this RFP
- p) Proposed Approach and Methodology and Work Plan should include overall approach and methodology for all components including optional components (if any) and the detailed workplan
- q) Project Staffing Plan should include staffing plan, number and quality of people proposed for solution deployment, number and quality of people proposed for support.

A.2 Technical evaluation process

- a) The client may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications submitted by the bidder on the Technical proposal should not have any commercial implications.
- b) All such clarifications will be sent to the contact persons indicated in the proposal by e-mail
- c) The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, the client has the right to make assumptions on the Technical proposal submitted by the bidder and if such assumptions lead to disqualification of the Technical proposal, the client is not accountable for these omissions
- d) The responses by the bidder to the queries raised by the client will be treated as part of the proposal by the respective bidders
- e) If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by all the participants.
- f) If any of the responses by the bidders to the queries sent by the client has commercial implications, these commercial aspects will not be accommodated in the commercial evaluation process
- g) All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement for implementation between System Integrator and the Client

A.3 Technical evaluation methodology

- a) The technical bid has to comply with all the pre-qualification criteria as given in this RFP.
- b) If any of the bids fails to meet the pre-qualification requirements, the same shall be rejected.
- c) The technical bid meeting all the pre-qualification requirements will be evaluated as per the criteria given in this RFP. The minimum technical score cut-off is 80. Proposals scoring 80 or above points will qualify for commercial opening and further evaluation.
- d) The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
- e) The client shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.
- f) The technically qualified bidders will be informed of the date and venue of the opening of the Commercial

bids through a written communication.

A.4 Pre-qualification Criteria

The bidder must respond to all the criteria and meet the criteria to qualify for technical evaluation. The bid proposal should strictly be in line with the formats provided in this RFP.

#	Criteria	Support documents
1.	The bidder should be a company/partnership firm/LLP Registered in India under the Companies Act-1956,/ Partnership act 1932 or LLP act 2008	As per the form given in section 5. Certificate of Incorporation and Certificate of Commencement of Business (if applicable) issued in India.
2.	The bidder should be operational in India for at least last (10) Ten financial years as of 31 st March 2020.	As per the form given in section 5. Certificate of Incorporation and Certificate of Commencement of Business (if applicable) issued by the Register of Companies, India.
3.	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 by the CA certificate or Statutory auditor certificate. Additionally the net worth of the firms should be positive and on 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.	As per the form given in section 5
4.	<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>	As per the form given in section 5
5.	The Bidders should have at least 150 people in its role.	HR certificate in company letter head has to be submitted. As per the form given in section 5
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.	As per the form given in section 5

A.5 Technical evaluation criteria

The bidder must respond to all the criteria and meet the minimum marks to qualify for commercial evaluation. The bid proposal should strictly be in line with the formats provided in this RFP.

#	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. 50 Crores with positive net worth of Rs. 20 crores or more: 2.5 marks Between Rs 30 Crores to Rs.40 Crores with positive net worth of Rs. 15 crores 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 any other Public sector undertaking or a Corporation 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

#	Criteria	Basis for Evaluation	Max Marks	Supporting Documents
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 of Textiles funded projects during the last 5 years	<ul style="list-style-type: none"> Each project 1 mark and maximum of 5 marks 	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
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	<p>Qualitative Assessment based on demonstration of understanding of the Department's requirements through providing:</p> <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 	20	As per the form given in section 5

#	Criteria	Basis for Evaluation	Max Marks	Supporting Documents
		Terms of Reference		
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)	<p>Qualitative assessment. Following profiles will be evaluated on the basis of educational qualification (50%) and Experience (50%):</p> <p>(i) Team Leader: 6Marks</p> <p>(ii) IT/ MIS Specialist: 3 Marks</p> <p>(iii) Designer and Development Specialist: 3Marks</p> <p>(iv) Marketing cum Procurement specialist: 3 Marks</p> <p>(v) Sr. Accountant cum procurement specialist: 3 marks</p> <p>(vi) E-Commerce Expert: 3 marks</p> <p>(vii) Designer: 3 marks</p> <p>(viii) Photographer: 3 marks</p> <p>(ix) Marketing Expert: 2 marks (1 mark for each expert)</p> <p>(x) Cluster Development Expert: 3 marks (0.5 mark for each expert)</p> <p>(xi) Design Expert: 3 marks (1 mark for each expert)</p>	35	As per the form given in section 5

B. Commercial Evaluation

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) The commercial bids for the technically qualified bidders will then be opened on the notified date and time in the presence of representatives of qualified bidders and reviewed to determine whether the commercial bids are in accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified at UMSAS discretion.
- c) The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
- d) The Commercial bids would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders.
- e) The bidder names, the bid prices, the total amount of each bid and such other details as the client may consider appropriate, will be announced and recorded at the opening.
- f) The Bidder should strictly use the Commercial proposal response form only.

B.1 Evaluation Of Commercial Bids

- In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
- The date for opening of commercial bids will be separately advised.
- Relative Technical Score (RS_{Tech}) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation..
- Relative Commercial Score (RS_{Com}) for each bidder will be calculated as follows:

		$RS_{Com} = C_{Low} / C \times 100$	
<hr/>			
Where:			
RS _{Com}	=	Relative score for Commercial Bid of the bidder	
C	=	Commercial bid value of the bidder under consideration	
C _{Low}	=	Lowest commercial bid value out of all the eligible commercial bids obtained.	

B.2 Final Selection Of The Eligible Bidder

- Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

$$RS = RS_{Tech} \times 0.70 + RS_{Com} \times 0.30$$
- The eligible bidder will be selected based on maximum Relative Score (RS) obtained.
- The bidders with highest combined score as per the 70:30 above mentioned criteria will be selected.
- 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.

- The Bidders shall submit their offers strictly in accordance with the terms & condition of the Tender document

C. Overall Evaluation Methodology and Award Criteria

C.1 Opening of the financial bid

- The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RSTech) shall be assigned to each bid on the basis of parameters mentioned above.
- RelativeTechnicalScore(RSTech)foreachagencywillbecalculatedasfollows based on aboveparameters:

$$RSTech = T / Thigh * 100$$

Where,

RS	=	Relative score obtained by the bidder
Tech T	=	Technical score obtained by bidder
Thigh	=	Highest Technical score secured among the Bidders

- The minimum technical score cut-off is 80. Proposals scoring 80 or above points will qualify for commercial opening and further evaluation.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered
- Any conditional bid would be rejected.
- 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.
- Upon issuance of letter of intent, the successful bidder's furnishing of performance bank guarantee, the client will promptly notify each unsuccessful bidder and return their EMD.
- The client reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of agreement, without thereby incurring any liabilitytotheaffectedbidderorbiddersoranyobligationtoinformtheaffectedbidderorbidders of the grounds for its action.

C.2 Award of Contract

UMSAS will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

D. Notification of Award

Prior to the expiration of the validity period, UMSAS will notify the successful bidder in writing that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon

the successful bidder's furnishing of Performance Bank Guarantee (PBG), UMSAS will promptly notify each unsuccessful bidder and return their EMD/ Bid Security.

E. Signing of Contract

- a) After the notification of award, UMSAS will issue Purchase Order (PO)/Letter of Intent (LoI). The Bidder shall sign and return back to UMSAS duplicate copy of the Purchase Order/LoI as an acceptance of the PO/LoI within 7 working days from the date of issuance of PO/ LoI along with a Performance Bank Guarantee.
- b) On receipt of the Performance Bank Guarantee UMSAS shall enter into a contract with the successful bidder. UMSAS shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, from the date of acceptance of PO/LoI, for reasons attributable to the successful bidder and follow Government guidelines for the award of contract to next best value bidder as per evaluation criteria.

F. Performance Bank Guarantee

- a) The successful Bidder shall at his own expense deposit with UMSAS, within seven (7) working days from the date of issuance of PO/ LoI, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Nationalized bank to UMSAS, in the format prescribed in Section <<>>, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- b) This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value. PBG shall be invoked by UMSAS in the event the Bidder:
- c) Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UMSAS.
- d) Misrepresentations of facts/information submitted to UMSAS
- e) The performance bank guarantee shall be valid for 180 days post satisfactory completion of the overall engagement/work as stipulated in MSA. In the event of any amendment to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.
- f) The performance bank guarantee may be discharged/returned by UMSAS upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- g) In the event of the Bidder being unable to service the contract for whatever reason, UMSAS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UMSAS under the contract in the matter, the proceeds of the PBG shall be payable to UMSAS as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UMSAS shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.
- h) UMSAS shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- i) In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the Bidder.

G. Fraud and Corrupt Practices

- a) The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the UMSAS shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the UMSAS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the UMSAS for, inter alia, time, cost and effort of the UMSAS, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of the UMSAS under Clause above and the rights and remedies which the UMSAS may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the UMSAS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the UMSAS during a period of <period> from the date such Applicant, as the case may be, is found by the UMSAS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the UMSAS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the UMSAS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the UMSAS in relation to any matter concerning the Project;
 - "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - "undesirable practice" means (i) establishing contact with any person connected with or

employed or engaged by UMSAS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;and

- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the SelectionProcess.

Section5: Annexure

Form T1: Format for Submission of the Pre-Qualification Bid

To,

Director

Upendra Maharathi Shilp Anusandhan Sansthan, Patliputra Industrial Area, Patna

Subject: Submission of the Pre-Qualification Proposal for Selection of Project Management Agency for UMSAS

Dear Sir,

We, the undersigned, offer to provide project management services to UMSAS with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre- qualification proposal.

We hereby declare that all the information and statements made in this Pre-qualification proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely, (Authorized Signatory) Signature:

Name:

Designation:

Address:

Seal:

Date:

FormT2:BidderInformation

Declaration by Applicant's Agency's Authorised Representative and Signatory on Company's Letter Head with Sign and Seal)

S. No	Description	Details
1	Name of Applicant Agency	
2	Registration details	
3	Name of Authorized Signatory	
4	Address of Registered Office	
5	Contact Address and Number	
6	Registration Number (Please attach certificate of incorporation)	
7	Date of Registration	
8	Place of Registration	
9	PAN Card (Please attach copy of the document)	
10	Whether you are exempted under GST for the existing types of services rendered? If Yes, attach relevant documents	
11	Name of Single Point of Contact (For Communication Purpose)	
12	Email	
13	Contact Number	

Yours Sincerely

Form T3: Undertaking on Personnel

(To be submitted on the Letterhead of the
bidder)

[Date]

To,

<Insert client address>

Sub: Undertaking on Personnel

Dear Sir,

1. We do hereby undertake that those persons whose CV's have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the RFP.
2. We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of the Upendra Maharathi Shilp Anusandhan Sansthan, Department of Industries, GoB.
3. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced.
4. We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
5. We acknowledge that Upendra Maharathi Shilp Anusandhan Sansthan has the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of Upendra Maharathi Shilp Anusandhan Sansthan that the person in question is incompetent to carry out the task expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Form T4: Undertaking of not being black listed

(To be submitted on the Letterhead of the bidder)

[Date]

To,

<Insert client address>

Dear Sir,

I/We hereby declare that our company <insert details> is not blacklisted in any manner whatsoever 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 or is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding as on date of submission of the bid by any State/Central Govt. or PSU due to, breach of general or specific instructions, corrupt /fraudulent, Non Performance or any other unethical business practices.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Form T5: Financial Information of bidder/ consortium members

(To be submitted on the Letterhead of the bidder)

TO WHOMSOEVER IT MAY CONCERN

On the basis of information, explanation and documentation provided to us by _____ - - - - -
----- having its registered office at -----
-----, We hereby certify that
Turnover & Net worth for the past three financial years i.e. FY. 2017-18, 2018-19 & 2019-20 are as
follows

SI NO	Financial year	Annual Turnover (in INR crores)	Net Worth (in INR crores)
1	FY 2017-18		
2	FY 2018-19		
3	FY 2019-20		
Grand Total			
Average for the three years			

This Certificate is issued on the basis of audited financial statements of the Company for the
financial

year ended March 31, 2018, March 31, 2019 and March 31, 2020

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of

Firm:

Address:

Seal/Stamp of bidder:

*Turnover means Revenue from operations & other income.

Form T6: Project Experience

(Please use separate forms for multiple citations)

Client Information	
Name of client	
Name of the person who can be referred to from Clients' side, with name, email and contact number	
Project value	
Project Details	
Brief description of the Project	
Month & year of go-live/completion	
Scope of work	
Modules implemented	
Number of users	
Supporting Documents <p>Bidder need to submit anyone or more of the following documents. These supporting document(s) should clearly specify the scope of project, value of the project and project status with month & year of go- live/completion.</p> <ol style="list-style-type: none"> 1) a clientletter 2) work order/contractcopy 3) completion/go-livecertificate 4) a clientemail 5) Published citation in the client'swebsite <p>The above document(s) should be duly certified by authorized signatory.</p>	
<p>Authorized Signature [In full and initials]:</p> <p>Name and Title of Signatory:</p> <p>Name of Firm:</p> <p>Address:</p> <p>Seal/Stamp of bidder:</p>	

Form T7: CV format

(Please use separate forms for multiple CVs)

Name of the Resource	<<insert details>>
Proposed Position	<<insert details>>
Date of Birth	<<insert details>>
Qualification Details	<<insert details – year of pass, percentage details, graduated in, college name, place>>
Language known	<<insert details>>
No. of years of Experience (post qualification)	<<insert details>>
No of year of experience in Govt. Project	<<insert details>>
Project details	For each project <<insert details – Project name, client name, year, roles & responsibilities of the resource>>

Form C1: Financial proposal submission form

Location, Date

To

<insert client address> Dear Sirs:

We, the undersigned, offer to provide the Project Management Services to Upendra Maharathi Shilp Anusandhan Sansthan in accordance with your Request for Proposal dated <<>>> and our Technical Proposal.

Our attached Financial Proposal is for the amount of INR ----- (Rupees-----
-----)and is inclusive of all taxes, duties, levies as may be applicable and any Out-of-pocket and incidental expenses.

Our Financial Proposal shall be binding upon us until the expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain, Your's sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

FormC2: Manpower Cost Estimate

S.No	Designation	Category	No of Experts	Man Month Cost (In INR)	Total Monthly Cost (In INR)	Total Annual Cost (inINR)
1	Team Leader	CAT A	1			
2	IT and MIS Specialist	CAT A	1			
3	Design and Development Specialist	CAT A	1			
4	Marketing cum Procurement Specialist	CAT A	1			
5	Sr. Accountant cum procurement specialist	CAT A	1			
6	IT and MIS Expert	CAT B	2			
7	E-commerce Expert	CAT A	1			
8	Cluster Development Expert	CAT B	6			
9	Marketing expert	CAT B	2			
10	Design expert	CAT B	3			
11	Designer	CAT A	1			
12	Curator	CAT A	1			
13	Accountant cum Cashier	CAT A	1			
14	Librarian	CAT A	1			
15	Photographer	CAT A	1			
16	Office Executive	CAT A	3			
17	Hostel Superintendent	CAT A	1			
18	Store In-charge	CAT A	1			
19	Public Relation officer	CAT A	1			
20	Total (1 TO 19)		30			
21	Applicable GST @ 18% on 20			NA		
22	Total cost (20+21)			NA		

[illegible]

Draft Contract:

Section 1: FORM OF CONTRACT

CONTRACT FOR: Project Management Agency for development of handicrafts in Bihar for
Upendra Maharathi Shilp Anusandhan Sansthan

CONTRACT NUMBER: [****]

THIS CONTRACT is made

BETWEEN : Upendra Maharathi Shilp Anusandhan Sansthan (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 XXXXXXX 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

Signature:

Name:

Date:

For and on behalf of Consultant

Signature:

Name:

Date:

Witness on behalf of Client

1.

2. **Witness on behalf of Consultant**

1.

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 ,
Upendra Maharathi Shilp Anusandhan Sansthan,
Patliputra Industrial Area,
Patna (Bihar)

To be filled

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.