

**Request for Bid (RFB) / Invitation of Bid
For
Printing and Supply of IEC material for Mahila Samvad Program.**

**Tender No: BRLPS/Proj-Com/2343/24
Dated: 16-10-2024**

Bihar Rural Livelihoods Promotion Society (BRLPS)

3rd Floor, Annexe-II, Vidyut Bhawan
Nehru Path (Bailey Road), Patna-800021

DISCLAIMER

All information contained in this Request for Bid (RFB)/ Invitation of Bid is provided/clarified in good interest and faith. This is not an agreement, and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFB document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquire and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFB document is complete in all respects and firms submitting their bids are satisfied that the RFB document is complete in all respects.

BRLPS, Patna reserves the right to reject any or all of the tenders submitted in response to this RFB document at any stage without assigning any reasons whatsoever. BRLPS also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFB. BRLPS reserves the right to change/modify/amend any or all the provisions of this RFB document without assigning any reason. Any such change would be published on BRLPS website – www.brllps.in/Procurement/Tender and <https://eproc2.bihar.gov.in>. Neither BRLPS nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFB document, any matter deemed to form part of this RFB document, the award of the Assignment, the information and any other information supplied by or on behalf of BRLPS or their employees and Prime Bidder/Consortium or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFB process belongs to BRLPS shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Definition

#	Term	Definition
1.	Agreement	The Agreement entered between the BRLPS and the Agency including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto.
2.	Bid/Proposal	Offer by the Bidder to fulfill the requirement of the Client under the RFB / agreement for an agreed price . It shall be a comprehensive technical and financial response to the Tender.
3.	Deliverable	Goods agreed to be delivered by the bidder in pursuance of the agreement as defined more elaborately in the RFB and includes all cost including GST etc.
4.	Performance Security	Unconditional Bank Guarantee / Demand Draft provided by the Bidder from a Nationalized Bank in favor of Bihar Rural Livelihoods Promotion Society Payable at Patna for 5 % of the Agreement value. The Performance security will be released after completion of agreement obligation.
5.	Request for Bid/ Tender Document	Written solicitation that conveys to the Bidder, requirements for Goods that the BRLPS intends to buy.
6.	Selected bidder	The bidder who is qualified & successful in the bidding process.
7.	Successful Bidder	The successful bidder with whom agreement for providing goods has been made.

Section 1: INVITATION OF BID / REQUEST FOR BID

Bidding for Printing and Supply of IEC materials for Mahila Samvad Program as per the following details:

SN	Description	Quantity in Numbers
1	4 fold leaflets on women Empowerment initiative taken by GoB	02 Crores
2	Mahila Samvaad Guideline	5000
3	CLF training Module	4000
4	ToT Training Module	1000
Note: - It is mandatory for the bidder to quote rates for all items.		
Quantity may be increased or decreased as per the requirement of BRLPS.		
Bidder shall submit sample of each paper within 02 (two) days for closing of bid.		

Bihar Rural Livelihoods Promotion Society (BRLPS) under Department of Rural Development, Bihar invites responses ("Tenders") to this Request for Bid ("RFB") for Selection of Agency ("Bidders") for **Printing and Supply of IEC material for Mahila Samvad Program.**

1. **The delivery timeline would be within 30 days from the approval of final proof.**
2. **Bidder should submit sample for approval within 07 days from Letter on Acceptance / Notification of Award.**
3. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. <https://eproc2.bihar.gov.in> will not allow submission of bid after deadline specified in the bidding document.
4. This document should be downloaded and submitted online via e-Procurement portal only at (<https://eproc2.bihar.gov.in>.)
5. In the event of the date specified for opening of bid being declared as a holiday for BRLPS office the due date for opening of bids will be the following working day at the appointed time.
6. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFB documents. Failure to furnish all information required as mentioned in the RFB document or submission of bid not substantially responsive to the RFB documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

A. Bid Details

#	Particulars	Details
1	Bid Reference No.	BRLPS/Proj-Com/2343/24 dated 00-10-2024.
2	Tender Processing Fee.	INR 590/- (non-refundable) through payment gateway available on https://eproc2.bihar.gov.in
3	Cost of Bid Document.	Rs 10,000/- to be paid through payment gateway available at https://eproc2.bihar.gov.in .
4	Earnest Money Deposit (EMD).	The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs 24, 00,000/- (Rs. Twenty-Four Lakh only) to be paid through Internet Payment Gateway (IPG) available on eproc2.bihar.gov.in . Agencies seeking exemption from EMD as per Bihar Financial Rules, shall have to furnish MSME certificate with their technical bid. Such agencies/vendors seeking exemption from EMD should also submit an Undertaking on their letter head that if they withdraw their bid during bid validity period or does not submit performance security or sign the agreement, shall be liable for legal action. EMD of the unsuccessful bidders will be returned after expiry of the bid validity and latest on or before the 30th day after the award of the agreement. No Interest will be paid on the EMD The EMD will be forfeited if the bidder withdraws amends, impairs, or derogates from the tender in any respect within the validity period of the tender.
5	EMD Validity Period.	180 days.
6	Bid Validity Period.	180 days from the date of opening of bid.
7	Value of Performance Bank Guarantee (PBG).	Bank Guarantee / Demand Draft provided by the Bidder from a Nationalized Bank in favor of Bihar Rural Livelihoods Promotion Society Payable at Patna for 5 % of the Agreement value before signing of agreement. The Performance security will be released after completion of agreement obligation and payment of invoice/s.
8	All requisite PBG Payable at Patna in favour of	Bihar Rural Livelihoods Promotion Society.
9	Performance Bank Guarantee validity.	18 Months from the signing of agreement.
10	Method of Selection.	Award of agreement shall be given to the technically qualified agency and who has quoted the total lowest evaluated price. In case Lowest responsive bidder (L 1) declines to do the assignments, the award of agreement will be given to L 2 agency at L1 rate.
11	Source of downloading Tender Document, Corrigendum, addendums etc.	https://eproc2.bihar.gov.in . Corrigendum and Addendum can also be seen at www.brllps.in/Procurement/Tender . Bidding document is also available on www.brllps.in/Procurement/Tender for reference purpose only.

B. Important Dates

#	Particulars	Date and time
1	Start of issuance of Tender Document / RFB.	16-10-2024.
2	Last date of submit Pre-bid queries to Email Id- proc.sp@brlps.in and pc.gkm@brlps.in	20-10-2024
3	Schedule of Pre-bid meeting at BRLPS Office.	21-10-2024 (11.00 AM)
4	Closing date & time for uploading scanned document of Technical & Financial Bid.	30-10-2024 (03.00 PM)
5	Due date and time for online opening of Technical Bid.	30-10-2024 (03.30 PM)
6	Due date and time for opening of Financial Bid (Only for those Bidders who will qualify the scrutiny of the Technical Bids).	To be notified later to all technically qualified bidders through email.
7	Contact Person / Nodal Officer for queries: Procurement Specialist, BRLPS, Email: proc.sp@brlps.in	
8	Tender Inviting Authority	Chief Executive Officer cum Mission Director

C. E-tendering process related instruction

The bidder shall submit his response through Bid submission to the tender on e-Procurement portal at eproc2.bihar.gov.in by the procedure given below:

1. The bidder shall submit his bid/tender on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in>.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given in <https://eproc2.bihar.gov.in> at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the <https://eproc2.bihar.gov.in>. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-form otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through internet payment gateway (IPG) available on <https://eproc2.bihar.gov.in>

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

6. The tender opening will be done online only.
7. Any corrigendum or date extension notice will be given on the e-Procurement website and BRLPS Website only.
8. For support related to online submission of bid, bidders may contact at the mentioned below:

Toll Free Number: 1800 572 6571

Email Id: eproc2support@bihar.gov.in

Section 2: BACKGROUND INFORMATION

Bihar Rural Livelihoods Promotion Society, (BRLPS) an autonomous body under the Department of Rural Development, Govt. of Bihar has been designated as State Rural Livelihoods Mission under overall Framework of National Rural Livelihoods Mission to scale up the JEEViKA model of poverty alleviation through-out the state of Bihar in a phased manner. SRLM has been mandated to enable rural poor and poorest of the poor families of Bihar to come out of poverty with enhanced quality of life through mobilizing poor families into self-reliant institutions and promoting sustainable livelihoods as well as strengthening service delivery mechanism.

Section 3: INSTRUCTION TO BIDDERS

3.1 General

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 solution needed to meet the requirements.

All information supplied by Bidders will be binding on the Bidders, on successful award of the assignment by the BRLPS based on this RFB.

No commitment of any kind shall exist unless and until a formal written agreement has been executed by or on behalf of the BRLPS. BRLPS may cancel this public procurement at any time prior to a formal written agreement being executed by or on behalf of the BRLPS.

This RFB supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposal / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFB documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFB document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFB;
- Follow the format of this RFB and respond to each element in the order as set out in this RFB.
- Comply with all requirements as set out within this RFB.

3.3 Pre-Bid Conference & Clarification

A pre-bid meeting will be held with the prospective bidders on the mentioned date at office of BRLPS. Bidder will have to ensure that their queries for Pre-Bid meeting should reach in the format mentioned below to email id: proc.sp@brlps.in as per the date and time mentioned in the schedule of Important Dates only in editable excel format.

The responses will be transmitted to the prospective bidders through <https://eproc2.bihar.gov.in> and [www.brlps.in /Procurement/Tender](http://www.brlps.in/Procurement/Tender). However, it will be bidder's responsibility that they collect all responses. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder. The queries should necessarily be submitted in the following format in editable excels.

For each bidder, maximum of two representatives are allowed. The representatives should be employees of the Bidding Company.

#	Section	Page Number(s)	Content of RFB requiring Clarification(s)	Points of clarification	Suggested Clause (if any)
1.					
2.					

BRLPS shall not be responsible for ensuring that the bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the BRLPS.

3.4 Response to Pre-bid Queries and Issue of Corrigendum / Addendum.

- BRLPS will endeavour to provide timely response to all queries. BRLPS does not undertake to answer all the queries that have been posed by the bidders. The responses to the queries from bidders will be known to all bidders.
- At any time prior to the last date for receipt of bids, BRLPS may, for any reason, modify the Tender Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the [www.brlps.in / Procurement/Tender](http://www.brlps.in/Procurement/Tender) and eproc2.bihar.gov.in.
- Any such corrigendum shall be deemed to be incorporated into this Tender Document.

- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BRLPS may, at its discretion, extend the last date for the receipt of Bid.

3.5 Amendment of Bid Documents

At any time, prior to the date of online submission of Bids, BRLPS may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

- The amendments shall be notified on BRLPS website and these amendments will be binding. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) available at eproc2.bihar.gov.in and BRLPS website will be applicable to all bidders in case of any discrepancy.
- In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, BRLPS may, at his discretion, extend the deadline for the submission of bids suitably.

3.6 Right to Terminate the Tender Process

- BRLPS may terminate the bid process at any time and without assigning any reason. BRLPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This bid does not constitute an offer by BRLPS. The Bidder's participation in this process may result in office of BRLPS selecting the Bidder to engage in further discussions and negotiations towards the execution of agreement. The commencements of such negotiations do not, however, signify a commitment by BRLPS to execute a agreement or to continue negotiations. BRLPS may terminate negotiations at any time without assigning any reason. If the negotiation with L1 agency fails, BRLPS may negotiation with L2, L3 bidder and so on L1 rate.

3.7 Bid security i.e. Earnest Money Deposit (EMD)-

- i. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs 24, 00,000/- (Rs. Twenty-Four Lakh only) to be paid through Internet Payment Gateway (IPG) available on eproc2.bihar.gov.in.
- ii. Agencies seeking exemption from EMD as per Bihar Financial Rules, shall have to furnish MSME certificate with their technical bid. Such agencies/vendors seeking exemption from EMD should also submit an Undertaking on their letter head that if they withdraw their bid during bid validity period or does not submit performance security or sign the agreement, shall be liable for legal action.
- iii. EMD of the unsuccessful bidders will be returned after expiry of the bid validity and latest on or before the 30th day after the award of the agreement. No Interest will be paid on the EMD
- iv. The EMD will be forfeited if the bidder withdraws amends, impairs, or derogates from the tender in any respect within the validity period of the tender.

3.8 RFB Document Fees / Bid Cost – Rs. 10,000 / to be paid through payment gateway available at <https://eproc2.bihar.gov.in>.

3.9 Performance Bank Guarantee (PBG)

1. The successful bidders must deposit PBG – **@5% of agreement value**, within ten (10) working days from the date of receipt of Letter of Acceptance / Notification of Award.
2. Performance Bank Guarantee (PBG) must be unconditional and irrevocable from a Nationalized /Scheduled Bank, payable on demand, for the due performance and fulfilment of supply under the agreement by the bidder.
3. The performance guarantee will be denominated in the currency of the agreement and shall be in the form of Bank Guarantee or DD and shall be in the favour of “Bihar Rural Livelihoods Promotion Society, Patna, Bihar”.
4. This performance bank guarantee will be for an amount equivalent to 05% of agreement value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee will be borne by the bidder.
5. The performance Bank Guarantee (PBG) will be valid 18 months from the signing of agreement, with successful bidder subject to the terms and condition in the Performance Bank Guarantee.
6. The Performance Bank Guarantee may be discharged/ returned by the BRLPS upon being satisfied that there has been no due performance or the obligations of the Bidder under the agreement. However, no interest shall be payable on the Performance Bank Guarantee.
7. In the event of the Bidder being unable to service the agreement for whatever reason except Force Majeure conditions as mentioned below, BRLPS would invoke the PBG. Notwithstanding and without

prejudice to any rights whatsoever of BRLPS under the agreement in the matter, the proceeds of the PBG shall be payable to BRLPS as compensation for any loss resulting from the bidder's failure to complete its obligations under the Agreement. BRLPS shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the obligation(s) for which the Bidder is in default.

8. BRLPS shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.
9. No Interest will be paid to successful bidder on the security Deposit.

3.10 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

3.11 Language

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English (except Hindi), translation of the same in English language should duly attested by the Bidders. For purposes of interpretation of the proposal, the English translation shall be taken for evaluation.

3.12 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

3.13 Consortium & Sub-letting Conditions

Consortium & Sub-letting is not allowed in this bid.

3.14 Rights to Terminate the Process

- BRLPS may terminate the bid process at any time and without assigning any reason. BRLPS makes no commitments, express or implied, that this process will result in a business transaction with anyone. This bid does not constitute an offer by BRLPS. The Bidder's participation in this process may result in BRLPS selecting the Bidder to engage in further discussions and negotiations towards the execution of agreement. The commencement of such negotiations does not, however, signify commitment by BRLPS to execute a agreement or to continue negotiations. BRLPS may terminate negotiations at any time without assigning any reason.

Section 4:-- Specification

SN	Particulars	Specification	Quantity
1	Printing of 4 fold leaflets on women Empowerment initiative taken by Government of Bihar	Size:- 11" X 17". Paper:- 220 GSM Art Board. Printing : Multicolour Printing in Both side. Lamination :- Lamination in both side.	02 crore
2	Printing of Mahila Samvaad Guideline	Size:- A4 Inner Paper:- 130 GSM Mat Art paper. No of pages:- 12 (8 page inner + 4 page cover). Cover : 250 GSM Mat Art Paper with lamination. Printing :- Multicolour printing in both side. Binding :- Centre pinning.	5000
3	Printing of CLF Training module	Size:- A4 Inner page:- 130 GSM Mat Art Paper. Cover:- 250 GSM Mat Art Paper with Lamination. No of pages:- 12(8 pages inner + 4 page cover) Printing :- Multicolour printing in both sides. Binding :- Centre pinning.	4000
4	Printing of ToT Training Module	Size:- A3. Inner page :- 170 GSM Mat Art Paper with Lamination. Printing :- Multicolour printing in both side. Binding :- Centre fold.	1000
Bidder shall submit sample of each paper within 02 (two) days for closing of bid.			

Section 5: SELECTION OF BIDDER AND EVALUATION OF BID

- The BRLPS shall open the bids online (Technical and Financial separately) in the presence of bidders or their authorized representatives who choose to attend. The bidder's representative, who is present, shall sign attendance sheet.
- BRLPS reserves the rights to postpone or cancel a scheduled Bid opening.
- The Bid Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process, if required.

5.1 Criteria for Evaluation

5

5.1.1 Technical Evaluation Parameters

- Procurement Committee will carry out a detailed evaluation of the Technical Bids received by it to determine whether they are substantially responsive to the requirements set forth in the Request for Bid. To reach such a determination, Tender Evaluation Committee will examine the information submitted by the Bidders and shall evaluate the same as per the evaluation criteria specified in this RFB.
- The technical evaluation of Bids will be carried out to ensure technical and functional compliance with requirements mentioned in the RFB. For all technically qualified bidders, the financial bids will be opened for further evaluation.
- During evaluation of technical bid, the procurement committee may ask some clarifications from the bidder/s through email.
- The Financial evaluation will consider the information supplied by the Bidders in the Financial Bid and shall evaluate the same as per the evaluation criteria specified in this RFB.
- Following are the parameters that will be evaluated in a technical bid:

Sl. No.	Technical Eligibility Criteria	Supporting Documents Required
1.	Bidder Should have two work orders for multicolour printing (except flex printing) having cumulative value of Rs 06 (Six) crore or more during five financial years i.e 2023-24, 2022-23, 2021-22, 2020-21 & 2019-20. Work order should be from any State Government/ Central Government /Public Sector undertaking/ Local Bodies in India.	Bidder should submit Work order in support of claim.
2.	The bidder should have Minimum Average Annual Turnover of Rs 06 crores for the last three financial years (2023-24, 2022-23 & 2021-22).	Audited balance sheet and P/L a/c or CA firm's certificate should be attached.
3.	Bidder should have their own Printing press.	Notarized Undertaking / Invoice of machine should be submitted.
4.	Company/ Firm should be registered with GST.	Signed & Stamped photo copy of GST registration certificate should be attached.
5.	The bidder should not have been blacklisted by any Central Government or State Government or Public Sector Undertaking or local bodies .	A certificate signed by the authorized signatory to this effect should be submitted.

5.1

5.2

5.2 Financial Evaluation

- Financial bids of only those bidders who will qualify in technical evaluation will be opened.
- In the second stage, the financial evaluation of the bid will be carried out after determining whether the Financial Bid is complete and unconditional.
- Evaluation will be made on the total cost quoted for all items.
- The Financial bid price will be all inclusive and will include inter-alia incidentals like travel, stationery, telephone expenses.
- The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services ('Bid Price') (FoR). Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Specification within the total quoted price shall be that of the bidder.
- Any conditionality included in the financial bid will lead to summary disqualification of the entire bid
- In case of tie in the quoted rate, lottery system will be adopted among bidders quoting the same rate for finalization of the award of agreement.
- The amount quoted by the bidder in the price format shall be considered up to 02 digits after decimal.
- Bihar Financial Rule and other guidelines of Government of Bihar published time to time will be considered for evaluation of bid and award of agreement by the BRLPS.

Section 6: Payment Terms

6.1 Payment Terms:- Payment will be done within 45 days after submission of invoice (e-way bill) with delivery challan.

6.2 Liquidated damage (for delays)

An amount equivalent to 0.07% per day will be deducted from the invoice of supplier for delay in supply beyond the stipulated delivery period mentioned in the agreement.

6.3 Quality Verification

The supplier must provide two sample of each items for verification at our end before final printing. The sample copies should be duly signed and stamped by the supplier with dates.

Quality of printed/supplied items may be verified either by a team of BRLPS officials or by a third-party agency as per the discretion of BRLPS. The quality verification may be done either at printer's site or at the site of place of delivery. Supplier must inform in writing about the completion of printing, so that quality may be verified.

If any deviation is observed in overall quality of printed items, bidder may be asked to rectify the same, if possible, or proportionate amount will be deducted from the invoice/s of the bidder.

CEO, BRLPS may also constitute a Review Committee for overall quality for printed items and if any observation is found, BRLPS decision in this regard will be acceptable to the supplier

Section 7: Special Terms and Conditions of the Tender

7.1 Right of Selection/Rejection Any/All Bid/s

BRLPS reserves all rights to reject any or all bids, to waive any minor in-formalities or irregularities contained in any proposal, and to accept any bid deemed to be in the best interest of the BRLPS. Selection of a Bidder solution shall not be construed as an award of agreement, but as a commencement of agreement negotiation, including but not limited to the agreement price bid.

7.2 Right to Accept Any Proposal and To Reject Any or All Bid/s

BRLPS reserves the right to accept or reject any bid, and to annul the tendering process / Public procurement process and reject all bids at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BRLPS action.

7.3 Notification of Award

Prior to the expiration of the validity period, BRLPS will notify the selected bidder in writing or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BRLPS may like to request the bidders to extend the validity period of the bid. Bidders shall extend their bid validity as requested by BRLPS; BRLPS may reject bid for the bidders who do not provide the bid validity extension upon request

The notification of award will constitute the formation of the agreement.

7.4 Agreement Finalization and Award

BRLPS shall reserve the right to negotiate with the bidder(s) whose bid has been most responsive. On this basis the draft agreement would be finalized for award & signing. BRLPS may also like to decrease or increase the quantity defined in the RFB.

7.5 Signing of Agreement

After BRLPS notifies the selected bidder that its bid has been accepted and submission of PBG, BRLPS shall enter a agreement, incorporating all clauses, pre-bid clarifications and the bid of the bidder between BRLPS and the selected bidder. The Draft Legal Agreement will be provided as a separate document by any one of the parties and must finalize and sign the agreement within stipulated time.

7.6 Failure to Agree with the Terms and Conditions of the RFB

If selected bidder does not agree with the Draft Legal Agreement and Terms & Conditions of the RFB shall constitute sufficient grounds for the annulment of the award, in which event BRLPS may award the agreement to the next bidder and so on or call for new proposals from the interested bidders.

7.7 Taxes and Duties

Applicable GST will be paid on the bill amount. All payments will be subjected to statutory deductions at source as applicable/required at the prevailing tax rates.

The decision of BRLPS in this regard will be final and binding and no disputes in this regard will be entertained. Any change in taxation structure by Government will be applicable bidirectional to both the parties.

7.8 Extension of Services

At the end of the services period, BRLPS may exercise its option to extend the agreement with the Bidder on the same terms and conditions and mutual consent of the successful bidder and BRLPS.

7.9 Dispute Resolution

- Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties (BRLPS & successful agency/vendor)
- If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Patna, Bihar only.

7.10 Right to Terminate the Process

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

7.11 Force Majeure

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
2. The bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the agreement is the result of an event of Force Majeure.
3. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on BRLPS.
4. If a Force Majeure situation arises, the bidder shall promptly notify BRLPS in writing of such conditions and the cause thereof. Unless otherwise directed by BRLPS, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following: classes of events and circumstances and their effects.
6. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague.
 - Any event or circumstance of a nature analogous to any of the foregoing.
7. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy,
 - Blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
 - Strikes, work to rules, go-slows which are widespread, nation-wide, or state-wide and are of political nature.
 - Any event or circumstance of a nature analogous to any of the foregoing

7.12 Exit Management :- In the case of termination of the Agreement, the parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations before the expiry of the exit management period which will be decided by both the parties and Bidder Name will deliver all the information and knowledge out of this assignment to BRLPS or to any team as may be mutually agreed between Parties.

7.13 Termination

- **Termination for Default--** If the Bidder fails to carry out the award / work order in terms of this RFB within the stipulated period or any extension thereof, as may be allowed by the BRLPS without any valid reasons acceptable BRLPS. BRLPS may terminate the agreement after giving one month notice, and the decision of BRLPS in this regard shall be final and binding on the Bidder.
- **Bankruptcy and Insolvency--** BRLPS can terminate the agreement if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. BRLPS, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. BRLPS will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with BRLPS.
- In the event of the breach of any terms of the agreement by the selected bidder, BRLPS shall be entitled to terminate this Agreement forthwith. The decision of BRLPS as to any breach shall be final and binding on the selected bidder after giving a reasonable time for clarification to the bidder.
- **Termination by parties --**Any party can terminate the agreement by giving three-month's advance written notice.

7.14 Forfeiture of EMD / Debarment of firm.

The EMD shall stand forfeited if:

- Submission of eligibility requirements containing false information or falsified documents.
- The bidder withdraws its offer before bid validity.
- The selected bidder, who's e-tender is accepted, fails or refuses to furnish the performance bank guarantee, or fails or refuses to execute the agreement.

Section 8: ANNEXURE

Form 1: Bid Cover Letter

To:

**The Chief Executive Officer cum Mission Director,
Bihar Rural Livelihoods Promotion Society,
Annexe-II, Vidyut Bhawan,
Nehru Path (Bailey Road), Patna – 800021.**

Sub: Printing and Supply IEC material for Mahila Samvad Program

Ref: RFB No: -----Dated: DD/MM/YEAR

Dear Sir,

Having examined the RFB, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the goods as required and outlined in the Invitation of Bid / RFB for Selection of Agency for **Printing and Supply of IEC material for Mahila Samvad Program**

We are here by enclosing our technical and financial bid as required in the Invitation of Bid / RFB .

Dated this Day..... of 2024

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the tender response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

Form 2: Bidder's Information

Tender Ref.

Date: dd/mm/yyyy

To,

**The Chief Executive Officer cum Mission Director,
Bihar Rural Livelihoods Promotion Society,
Annexe-II, Vidyut Bhawan,
Bailey Road, Patna – 800021.**

#	Description	Details (to be filled by the responder to the RFB)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Details of Company's Registration (Please enclose copy of the company registration document)	
7.	Permanent Account Number (PAN)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

Form 3: Financial Bid – Standard Forms

SN	Description	Quantity in number	Unit Rate	Transportation, insurance, local incidental costs, etc.	GST in INR	Quoted Unit rate in INR	Total Price in INR
		A	B	C	D	E= B+C+D	F = E x A
1	4-fold leaflets on women Empowerment initiative taken by GoB	02 crores					
2	Mahila Samvaad Guideline	5000					
3	CLF training Module	4000					
4	ToT Training Module	1000					
Total:-							
<p>Please do not fill rate here. A separate sheet in Excel format is available on https://eproc2.bihar.gov.in for quoting rates</p>							
<p>Note:- It is mandatory to quote unit rate of each item with unit rate of transportation separately.</p>							

Tentative Delivery Schedule		
महिला संवाद लीफ़्लेट वितरण विवरणी.		
क्रम	जिला	कुल लीफ़्लेट की संख्या
1	ARARIA	500000
2	ARWAL	250000
3	AURANGABAD	500000
4	BANKA	600000
5	BEGUSARAI	600000
6	BHAGALPUR	600000
7	BHOJPUR	500000
8	BUXAR	300000
9	DARBHANGA	650000
10	GAYA	900000
11	GOPALGANJ	500000
12	JAMUI	400000
13	JEHANABAD	350000
14	KAIMUR (BHABUA)	350000
15	KATIHAR	550000
16	KHAGARIA	350000
17	KISHANGANJ	350000
18	LAKHISARAI	200000
19	MADHEPURA	500000

20	MADHUBANI	800000
21	MUNGER	350000
22	MUZAFFARPUR	800000
23	NALANDA	600000
24	NAWADA	500000
25	PASHCHIM CHAMPARAN	600000
26	PATNA	600000
27	PURBI CHAMPARAN	900000
28	PURNIA	600000
29	ROHTAS	600000
30	SAHARSA	500000
31	SAMASTIPUR	750000
32	SARAN	500000
33	SHEIKHPURA	300000
34	SHEOHAR	300000
35	SITAMARHI	600000
36	SIWAN	550000
37	SUPAUL	500000
38	VAISHALI	700000
Total: -		2000000
Mahila Samvad Guideline, CLF training Module & ToT Training Module will be delivered to SPMU, BRLPS, Patna, Bihar.		