



JEEVIKA

Rural Development Department, Government of Bihar

**Bihar Rural Livelihoods Promotion Society
State Rural Livelihoods Mission, Bihar**



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REQUEST FOR PROPOSAL / TENDER DOCUMENT

Invitation of Bids for engagement of vendors for Mobile Vans for screening films on government schemes to create awareness among various stakeholders and disseminating information about Bihar Rural Livelihoods Promotion Society (BRLPS) initiatives towards livelihoods promotion in rural Bihar on behalf of Department of Rural Development, Government of Bihar.

Request For Proposal No: BRLPS/PROJ-COM/2344/24

1. Bids intend to select vendors for Mobile Vans for screening films on government schemes to create awareness among various stakeholders and disseminating information about Bihar Rural Livelihoods Promotion Society (BRLPS) initiatives towards livelihoods promotion in rural Bihar on behalf of Department of Rural Development, Government of Bihar mentioned in Part-III of this RFP. The whole exercise also intends to get feedback from general public especially women regarding ongoing schemes as well as future requirements and aspirations, so as to make government intervention more effective. Bids are invited from agencies/vendors fulfilling the eligibility criteria as mentioned in the RFP.
 - The Technical Bid and Financial Bid should be submitted through Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>.
 - To participate in the e-tendering process, the bidder is required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>. For support related to e-tendering process, bidders may contact at following address during working hours: 10.00 AM to 6 PM. (All days in week except Sunday and few selected state holidays on "eProc 2.0 Help Desk Address: m-junction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Tollfree No: 1800 572 6571" or may contact on Email Id: eproc2support@bihar.gov.in
2. The address and contact numbers for seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Chief Executive Officer cum Mission Director
b.	Postal address for sending the queries	3 rd Floor, Annexe-II, Vidyut Bhawan Bailey Road, Patna-800001

c.	Name/designation of the contact personnel	Dr. Santosh, Procurement Specialist
d.	Email ID of the contact personnel for sending queries	proc.sp@brlps.in
e.	Mobile Number of the contact personnel	09771478314

3. This RFP is divided into five parts as follows:

Part I : Contains General Information and instructions for the Bidders about the RFP such as the time, EMD, place of submission and opening of tenders, validity period of tenders, etc.

Part II: Contains Standard Conditions of RFP, which will form part of the agreement with the successful bidder (s).

Part III: Contains Special Conditions applicable to this RFP and which will also form part of the agreement with the successful bidder.

Part IV: Contains essential details of the creative brief, services required, Scope of work, list of deliverables etc.

Part V: Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and BRLPS reserves the right to change or vary any part thereof at any stage. BRLPS also reserves the right to withdraw the RFP at any stage.

Part I – General Information

- Last date and time for online submission of the bid (Technical and Financial Bids) for Mobile Vans: 18/10/2024 – till 03:00 P.M. as per format given in Annexure-I (Technical Bid) and Annexure II (Financial Bid)**

The sealed Bids should be submitted online through <https://eproc2.bihar.gov.in> by the due date and time. The responsibility to ensure this lies with the Bidder.

- Manner of submitting the Bids:** Bids should be submitted online through Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in> by the due date and time. eProc2 portal does not accept bid **after the due date and time. No responsibility will be taken by the BRLPS for non-availability of Internet Connection, Network Traffic/ Holidays, or any other reason. Bids sent by FAX, e-mail or in hard copy will not be considered.** Only those bids which are submitted through <https://eproc2.bihar.gov.in> will qualify to be opened. The Financial Bid, to be submitted in the price format available on <https://eproc2.bihar.gov.in> (*in EXCEL Format*) duly stamped and signed by the authorized signatory will only be considered. Financial bids submitted with the Technical Bid will not be considered and the bid will be summarily rejected.

- Time and date of opening of Technical & Financial Proposals and Presentation:**

Date of issuance of RFP/Tender Document	26-09-2024
Date and Time of Pre-Bid Meeting	03-10-2024 from 11.00 AM onwards
Online Opening of Technical proposals	18.10.2024 at 03:30 pm
Technical presentation (Tentative date)	18.10.2024 from 11:00 AM onward
Opening of Financial Proposals	Will be communicated through email to technically qualified bidders.

(If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the BRLPS.)

Each agency would get about 20 minutes for the presentation.

4. **Place of online opening the Bids:**

Conference Room, 3rd Floor, BRLPS, Annexe-II, Vidyut Bhawan, Bailey Road Patna -800021

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical bids on the due date and time. The eligible agencies will be decided based on the qualification documents and all the qualified will be allotted time slot for technical presentation. **The Bidders will have to be prepared for the technical presentation on the mentioned date. This event will not be postponed due to non-presence of representative of any Bidder.**

5. **Forwarding of Bids:** Bids should be uploaded by the Bidders under their original memo/letter pad *inter alia* furnishing details like PAN Number, GST Number, and Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office and the mobile number on which the Agency can be contacted.
6. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries via e-mail to – proc.sp@brlps.in referring the RFP title, number and date, at least 5 working days before the pre bid meeting. Copy of the queries and BRLPS's clarification will be posted on <https://eproc2.bihar.gov.in> as well as BRLPS's website www.brlps.in for information of all prospective bidders.
7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his/her bid after submission, prior to the deadline prescribed for online submission of bids. Tender Fee and Tender Cost, if any, shall not be refunded in case of withdrawal of bid. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security/EMD.**
8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, BRLPS may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered, or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**
10. **Withdrawal of Bid:** Bidders withdrawing their bid after opening, may be debarred with forfeiture of EMD.

- 11. Validity of Bids:** The Bids should remain valid for a period of SIX months from the last date of submission of the bids.
- 12. Tender cost:-** Rs 10,000.00 through payment gateway available at Eproc 2.0 portal.
- 13. Earnest Money Deposit:** The tender shall be accompanied by **Earnest Money Deposit (EMD) of Rs 25,00,000/-** (Rs. Twenty-Five Lakh only) to be paid through **Internet Payment Gateway (IPG) available on eproc2.bihar.gov.in**. It must be submitted online, as per the terms and conditions mentioned in this document. EMD of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the agreement. No Interest will be paid on the EMD. **Agencies that furnish MSME certificate with their technical bids shall be exempted from the payment of EMD as per Bihar Financial Rules. Such agencies/vendors seeking exemption from EMD should 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.**
- 14. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the agreement. 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.**
- 15. Two bid system:** It is a two-bid system. Firstly, the pre qualification will be assess based on the information and document submitted by the bidder at Eproc 2.0 portal against the Pre Qualification requirement of the RFP. Technical evaluation will be made for the bid who will qualify in Pre qualification stage. Technical proposals will be evaluated based on their technical documents and presentation. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by BRLPS. **Financial/price bids of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by BRLPS.**
- 16. Preparation of Proposal:** The Respondent shall comply with the following related information during preparation of the proposal-
- a. The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
 - b. The Proposal (technical and financial) shall be typed or written in indelible ink (if required) and shall be signed and stamped by the bidders or duly authorized person(s) all the pages of the tender documents to bind the bidders to the agreement. The letter of authorization shall be indicated by written Power of Attorney and shall accompany the Proposal. Any proposal which is not duly signed and stamped by the authorized signatory on all the pages of the tender may be summarily rejected.

- c. Proposals received by Fax, Email or in hard copy shall be treated as defective, invalid and rejected. Only detailed complete proposals received through Eproc 2.0 portal shall be taken as valid.

17. Pre-Qualification Criteria (Terms & Conditions) for Mobile Vans:

S. No.	Pre-Qualification Criteria	Documents required in support of claim
1	The applicant should be a Company/ LLP/Firm/ Partnership/ Proprietorship Firm/ Society, duly registered under the relevant laws.	Duly notarized copy of Certificate of Incorporation/ Partnership Deed etc. as applicable
2	Only agencies empanelled for operating mobile vans category with CBC/IPRD of any State of India can apply.	Empanelled document should be submitted.
3	The Minimum Average Annual Turnover in last 3 Financial year (2021-22, 2022-23, 2023-24) is Rs.25 Cr	CA Certificate stating turnover of the organization for each financial year
4	Ownership proof of 50 vehicle on name of the agency /or 03 months old MOU from the date of publication of this bid for 50 mobile vans duly notarized and signed	Registration Certificate of the vehicles/ Supporting document should be submitted.
5	At least 3 work orders worth of Rs.50 lakhs each during the preceding 5 financial years from central govt./state govt./PSU's/local bodies for similar kind of mobile van campaign	Work order should be submitted
6	The agency should have GST registration in any state of India prior to the submission of bid. However, the agency should get GST registration in the state of Bihar before commencement of work.	Photocopy of GST certificate should be submitted.
7	Minimum 50 employee strength on company payroll with EPF benefit.	EPF challan /supporting document should be submitted.
8	The applicant should not have been ever blacklisted by any government department/organization/body.	Self-Declaration by the applicant with seal and signatures.

18. Pre bid Meeting: The Pre bid briefing will take place on 03/10/2024 at 11.00 AM onwards as per details given in the Advisory.

Part II – Essential Details of Services Required

1. Creative Brief

- a. **Aim:** Government of Bihar has launched various schemes for the welfare of the rural poor of Bihar through Bihar Rural Livelihoods Promotion Society (BRLPS). Such schemes and policies are targeted at rural population of Bihar. Some key areas requiring policy intervention. IEC campaigns are also undertaken to inform and educate people and elicit their participation in the process.

Ground level/direct communication plays a vital role in IEC campaigns and will be an impactful method of communication for targeted outreach. Mobile Vans can act as an effective and significant tool to reach out to various segments of population in targeted manner.

Mobile van can be used to disseminate and ensure outreach for certain other schemes/interventions being run through the Bihar Rural Livelihoods Promotion Society.

b. **Objective of Mobile Vans:**

- I. To engage people through film shows/ informative videos thereby inform and educate them about people centric schemes.

- c. **Target Audience:** Women folk in Rural Bihar in 38 districts and 534 blocks.

2. Profile:

Mobile Vans:

These GPS Enabled Vans will be branded (all side branding) with non-digital material i.e. Canvas Print etc. These vans with P-6 LED screen of 12ft x 8ft or more and capable of screening government scheme films as well as audio –visual content supplied by the client. The objective is to disseminate messages and get feedback about Government’s welfare schemes and to empower people especially women about their entitlements.

3. List of Deliverables and Scope of work

Mobile Vans	<ol style="list-style-type: none">1. These GPS enabled Vans will be branded (all side branding) with non- digital material i.e. Canvas Print etc.2. A vehicle having size of minimum 17.76 feet length and 6.88 feet wide like Tata 407 or vehicle of similar type/specification with a provision of P-6 LED screen of 12 ft. x 8 ft. or more and capable of screening government schemes and other audio-visual content provided by BRLPS/Client.3. There should be provision of showcasing films on government schemes and MC/Announcer who is moderating the show should also be well versed with local language wherever the Mobile Van is doing the performance.4. There should be provision for Mikes of adequate numbers with each VAN.5. The vans shall have provision of adequate sound system of required wattage to cater at least 300 pax with at least 4 cordless mics.6. Provision of at least 2 floodlights and power backup of 5 KVA silent generator should be provided by the agency.7. Provision of counter/stalls for distributing booklets and merchandises.8. Multi-tasking VAN manager/operator for managing tasks related handling to technical operation of vans, managing counters/stalls, photography & videography (1 per van).9. MC/Announcer for managing the programmes and engaging the crowd (1 per van), well-versed with the local language.10. Facility for GPS Tracking by BRLPS/ client with complete access to the monitoring system/logs.11. Mobile Vans will have to screen AV content at minimum two (2) locations per day.12. Mobile Van should have internet facility/equipment for video conferencing over NIC/BSWAN network.13. BRLPS may require additional locations (screening) as per the mutual consent of the parties (BLRPS & Service Provider).14. Activity through each Mobile Vans shall include travel up to approximately 1200 Kms. in a month. In case, the vehicle travels for more than 1200 Kms. in a month, payment will be made for extra kilometre at the rate of Rs. 15.00 per kilometre based on GPS report.15. Approximately 500-600 Mobile Vans may be required.
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Other essential deliverables:

- a. The agency providing the Mobile Van Service has also to design and print the content and graphics which are to be used for the branding of vans. Therefore, agencies should have adequate designing and printing facility.
- b. Provision of standees and selfie-point related to the theme of the van by the agency.
- c. Agency will have to make provision of a small kiosk/canopy wherein publicity material can be kept. It will have to arrange the calling on the helpline numbers of the related department in case any citizen want any required information from the BRLPS with regard to different schemes and programmers of the government.
- d. Provision of GPS tracking of the movement of the van. The van will have to follow the route determined by BRLPS.
- e. In case of increase in the campaign duration beyond 15 days, agency will have to provide fresh print of the publicity/branding material i.e. canvas print etc. after each 15 days of activity.

4. Period of Agreement: The agreement would be for one year from the effective date of agreement with provision for extension of the agreement by one more year with mutual consent of parties. The Agreement can be cancelled unilaterally by the BRLPS being customer in case services are not received as per time line, quality and standard specified in the RFP and agreement within the agreement period. BRLPS reserves the right to exercise the option clause and repeat the order clause as per text given in Part IV of this RFP.

Part III – Standard Conditions of RFP

All the Terms and Conditions provided to the vendors at the time of their empanelment shall be valid and applicable.

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Agreement concluded with the successful Bidder(i.e. Service Provider/Supplier in the agreement) as selected by BRLPS. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. Local Office: The successful bidder should have an office in Bihar or will have to open an office in Bihar before signing of agreement and proof of same (rent agreement etc.) is to be submitted to the BRLPS.

2. Law: The Agreement shall be considered and made in accordance with the laws of the Republic of India.

3. Effective Date of Agreement: The agreement shall come into effect on the date of signatures of both the parties on the agreement (Effective Date). The deliverables and performance of the services shall commence from the effective date of the agreement.

4. Dispute Resolution

- I. 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)
- II. 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.

5. Penalty for use of Undue influence: The agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of BRLPS or otherwise in procuring the Agreements or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Agreement or any other Agreement with the Government of Bihar/India for showing or forbearing to show favour or disfavor to any person in relation to the present Agreement or any other Agreement with the Government of Bihar/India. Any breach of the aforesaid undertaking by the agency or anyone employed by it or acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offers by the agency or anyone employed by it or acting on its behalf, or any other Act enacted for the prevention of corruption shall entitle BRLPS to cancel the agreement and all or any other agreements with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of BRLPS or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or

offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of BRLPS or to any other person in a position to influence any officer/employee of BRLPS for showing any favour in relation to this or any other agreement shall render the agency to such liability/penalty as BRLPS may deem proper, including but not limited to termination of the agreement, imposition of penal damages, forfeiture of the guarantee and refund the amounts paid by BRLPS.

6. Agents/Agency Commission: The agency confirms and declares to BRLPS that the agency is the original provider of the services referred to in this Agreement and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of Bihar/India or any of its functionaries whether officially or unofficially, to the award of the agreement to the service provider, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of BRLPS that the present declaration is in any way incorrect or if at a later stage it is discovered by the BRLPS that the service provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, the agency will be debarred from entering into any supply/service Agreement with the BRLPS for a minimum period of five years. BRLPS will also have a right to consider cancellation of the Agreement either wholly or in part, without any entitlement or compensation to the agency who shall in such an event be liable to refund all payments made by BRLPS in terms of the agreement along with interest at the rate of 18% per annum penal interest rate.

7. Access to Books of Accounts: In case it is found to the satisfaction of BRLPS that the agency has engaged an Agent or paid commission or influenced any person to obtain the agreement as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of BRLPS shall provide necessary information/inspection of the relevant financial documents/information.

8. Non-disclosure of Agreement documents: Except with the written consent of BRLPS, the agency shall not disclose the agreement or any provision of the agreement or information related to services thereof to any third party.

9. Penalty and Liquidated Damages:

- (a) In the event the agency fails to provide the satisfactory services as specified in this agreement, BRLPS may, at its discretion, deduct an amount equivalent to 2% of the bill subject to a maximum of 10% of the work order value.
- (b) The agency must ensure compliance with the given timelines of services, failing which payment will be made to the agency after deducting the amount of penalty imposed due to non-compliance of the timelines of services @ 1%

per day of the work order value subject to a maximum of 5% of the work order value and same will be deducted from the invoice/s of the service provider.

- (c) In case, if the agency fails to provide the services at minimum two (02) locations per day, no payment will be made for the locations where the services has not been provided by the services provider. In addition to that, a penalty will also be imposed at the rate of 1% of the bill amount subject to a maximum of 10% of the work order value and the same will be deducted from the invoice/s of the service provider.
- (d) In case, if the agency fails to perform the services due to BRLPS side, 70% of the amount will be paid to agency as per pro rate basis.
- (e) In case, the agency fails to provide the service as per work order on so many occasions, BRLPS may at its discretion cancel the work order and forfeit the performance security.

10. Termination of Agreement: BRLPS shall have the right to terminate this Agreement in part or in full in any of the following cases:

- a. The delivery of the services are delayed for causes not attributed to Force Majeure for more than 5 days after the scheduled date of deliverable fixed by BRLPS.
- b. The agency is declared bankrupt or becomes insolvent.
- c. The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses are included in agreement.
- d. BRLPS has noticed that agency has utilized the services of any agent in getting this agreement and paid any commission to such individual/company etc.
- e. As per Para (8) of Part IV of RFP.

11. Notices: Any notice required or permitted by the agreement shall be written in the English language and may be delivered through email or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. Transfer and Sub-letting: The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the agreement or any part thereof, as well as to give or to let a third party take benefit or advance of the present Agreement or any part thereof.

13. Patents and other Intellectual Property Rights: The prices stated in the present Agreement shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks, and payments for any other intellectual property rights. The service provider shall indemnify BRLPS against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The service provider shall be responsible for the completion of the services in satisfactory manner during the currency of the agreement.

14. Amendments: No provision of present agreement shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Agreement and signed on behalf of both the parties and which expressly states to amend the present Agreement.

15. Statutory Duties & Taxes:

- a. GST will be paid by the BRLPS as per existing norms.
- b. The price quoted by the agency should be inclusive of all statutory taxes/duties and liabilities except GST.

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Agreement concluded with the successful Bidder (i.e. the Agency in the agreement) as selected by BRLPS. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** Selected agencies shall have to deposit Performance Security before signing the agreement. The performance security shall be 5% of the agreement price. The selected bidder shall at his own expense deposit the Performance Security (Annexure-III) with BRLPS before signing of the agreement and the agreement must be signed within 21 days after issuance of Letter of Intent (LoI). The performance security may be discharged/returned by 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 Security. Performance Security should remain valid for a period of sixty days beyond the date of completion of all agreement obligations on the part of the successful bidders.

2. **Option clause:** The agreement will have an Option Clause, wherein BRLPS/Department concerned can exercise an option to hire service of the agency for additional number of deliverables as listed in the original agreement in accordance with the same rate, terms & conditions of the present agreement. This will be applicable within the currency of agreement. The Bidder is to confirm the acceptance of the same for inclusion in the agreement. It will be entirely the discretion of BRLPS/ Departments to exercise this option or not.

3. **Repeat Order Clause:** The agreement will have a Repeat Order Clause, wherein BRLPS may require additional locations (screening) as per mutual consent of the parties (BRLPS & Service Provider). Bidder is to confirm acceptance of this clause. It will be entirely the discretion of BRLPS to place the Repeat Order or not.

4. **Payment Terms:** Agency may submit invoice on completion of 15 days of services. The payment will be made within 21 days (except Sundays and holidays) of submission of invoice and upon satisfactory performance of work. No advance payment would be made at any cost.

5. **Paying Authority:** The payment would be made by the BRLPS on submission of invoice (in duplicate) along with following documents. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that.

- a. Ink signed copy of the Agency's bills.
- b. Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/agreement). No payments will be made through cheques
- c. Any other document /certificate that may be provided for in the Work Order / Agreement.
- d. Copy of PBG.

6. Risk & Expense clause:

- a. Should the services thereof not be delivered within the time or times specified in the agreement documents, or if defective services are made in respect of the services thereof, BRLPS shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of agreement, to declare the agreement as cancelled either wholly or to the extent of such default.
- b. Should the services thereof not perform in accordance with the specifications/parameters provided by BRLPS during the check proof tests to be done by BRLPS, BRLPS shall be at liberty, without prejudice to any other remedies for breach of agreement, to cancel the agreement wholly or to the extent of such default.
- c. In case of any agreement breach that was not remedied within 07 days, BRLPS shall, having given the right of first refusal to the agreement be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.

7. Force Majeure Clause:

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present agreement), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present agreement.
- b. In such circumstances the time stipulated for the performance of an obligation under the present agreement is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this agreement due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the agreement totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement.

8. Misc. terms & conditions of the agreement:

- a. The agency shall provide the required services as and when demanded by the BRLPS. The personnel engaged for the services in the BRLPS shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the BRLPS. The Agency shall make its own arrangement for commuting the personnel requisitioned, to the BRLPS offices wherever located in the areas of Bihar and back.
- b. The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the BRLPS shall not be responsible for any such liability. The Agency shall undertake to indemnify the BRLPS for any liability under any law arising out providing the services as per the agreement.
- c. During the subsistence of the agreement, the BRLPS shall not undertake any monetary liability other than the amount payable to the Agency for the services as per the agreement. Other liabilities, if any, shall be solely rest on the Agency. Even if the BRLPS has to bear such liabilities on unforeseen circumstances/occasions, the BRLPS will recover such amount from the Agency by adjusting the amount payable to them.
- d. The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable in the State of Bihar with regard to performance of the work included herein or touching upon this agreement.
- e. If the Agency fails to provide satisfactory performance, the BRLPS shall be at liberty to terminate the agreement and withhold the Security Deposit or the balance payment of the agreement etc. The BRLPS reserves the right to abandon or terminate the agreement at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the agreement.

9. **Indemnity:**

- a. **Mutual Indemnification** - Each party shall defend and indemnify the other, its officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.

- b. **Intellectual Property Indemnities** - Bidder shall defend and indemnify BRLPS from and against any suit, proceeding, or assertion of a third party against BRLPS based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard BRLPS operations and protect BRLPS against any penalty and / or liability arising out of such claim.

10. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and BRLPS will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

11. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

12. Amendment of Bidding Documents (Corrigendum)

- a. At any time prior to the deadline for submission of bids, BRLPS may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding document through Corrigendum and same will be uploaded on eProc2 portal as above.

- b. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids BRLPS, at its discretion, may extend the deadline for the submission of bids.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The selection of agency will be done through a two-bid system i.e. 'Technical' and 'Financial'. **All evaluation (Technical & Financial) would be done by a Committee duly constituted by the Competent Authority in BRLPS.** During evaluation of Proposals, BRLPS, may, at its discretion, ask the bidders for clarification of their Proposals. The process for Evaluation / Selection is as given below:

- **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.**
- **Preliminary Scrutiny:** Preliminary scrutiny of the technical bids for eligibility will be done to determine whether the Proposal is complete, whether the documents have been properly signed and whether the bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected.
- **Technical Evaluation:** Technical Bids would be opened only for those bidders, who are short-listed based on the documents submitted. If a Technical Bid is determined as not substantially responsive, the committee will reject it. The parameters to be used for technical evaluation will be based upon:

CRITERIA	SUB-CRITERIA	MARKS TO BE AWARDED	MAX POSSIBLE MARKS
Agency's credibility	No of years since registration of the organization	For each year – 01 marks subject to a maximum of 05 marks.	5
	Geographical presence	Up to 4 states: 3.5 marks 5 or more states: 5 marks	5
Capability & experience of the agency in the field	Fleet Size	50-60 vans: 7 marks	10
		More than 60 vans: 10 marks	
	Ability to mount campaigns of more than Rs.50 lakh.	5-7 campaigns in last 5 years: 05 marks	10
		8 or more campaigns in the last 5 years: 10 marks	
Work done for Govt / PSUs/Local Bodies	10 or more central govt./state govt./PSU's/local bodies work orders 01 mark for each work order subject to a	10	

		maximum of 10 marks.	
Exterior of the van, Innovation and Design Parameters with technical facilities of the van with supporting device and content offered	Layout/Design of the branded vans of past campaigns, Innovative approach aligned with the scope, efficient design and aesthetics of layout. Quality and type of van along with Sound system and LED screens in past campaigns as ascertained through show reel videos etc.	Marking by committee during the presentation	10
Total:-		50 marks	

- **Technically qualified Bidders: All Agencies securing equal or more than 70% marks in Technical Evaluation will be shortlisted by BRLPS.** Financial Bids will be considered only of those respondents who secure a qualifying Technical Score of 70% marks or more.
- **Financial Bids:** The Agencies are required to provide one financial proposal (in INR) for all the jobs listed and, in the format (in EXCEL format) provided on <https://eproc2.bihar.gov.in>. Financial Proposal should quote one final price (excluding GST) for identified duration. Financial Proposals will be opened online in the presence of the bidders who choose to be present. All concerned will be informed individually through email.
- **Lowest rate will be arrived for hiring of vans from the financial proposals submitted by technically qualified Agencies. A Rate agreement will be formed with all technically qualified Agencies when financial bids will be opened, subject to acceptance of the lowest rate thus arrived. Work will be awarded on the basis of rate agreement so executed, to such Agencies who have accepted the lowest rate. Agency quoting the lowest (L-1) rate will not have the right of entire work. BRLPS may at its discretion, distribute the work among other agencies also who have accepted the lowest (L-1) rate thus arrived through financial bid.**

- **The decision of the committee formed by BRLPS will be final and binding. BRLPS reserves the right to accept or reject a proposal without assigning any reason thereof.**
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- The Lowest Acceptable Bid will be considered further for placement of agreement/supply order after complete clarification and price negotiations if required as decided by BRLPS. BRLPS also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to provide the services within stipulated time and the same will be placed at Lowest-1 rate.

2. Award of Agreement: After final evaluation of the technical & financial proposal, BRLPS will notify the successful bidders in writing that their Proposal has been accepted and rate agreement will be signed on acceptance of the L1 rate by the Agency.

3. Financial / Price Bid Format: The Financial/Price Bid is available on <https://eproc2.bihar.gov.in> (in EXCEL format) and same uploaded at Eproc 2.0 portal in INR.

ANNEXURE I
(Proforma for submission of Technical Bid for Mobile Vans)

Invitation of Bids for engagement of vendors for Mobile Vans for screening films and disseminating information about Government's schemes, programmes, initiatives etc. on behalf of Bihar Rural Livelihoods Promotion Society (BRLPS), Government of Bihar.

The following format is to be filled accurately and placed at the RFP of "Technical Bid" and along with supported documents in chronological order:

1. Name of Agency:

2. Contact Details:

Head Office	
Address	
E-mail	
Mobile No.	
Landline No.	

Documents to be submitted:

- Notarized copy of legal procession & premises (such as ownership deed, rent agreement, electricity bills etc.)

Branch Office (if any)	
Address	
E-mail	
Mobile No.	
Landline No.	

Documents to be attached:

- Notarized copy of legal procession & permission (such as ownership deed, rent agreement, electricity bills etc.)

A. Authorized representative

Contact Person	
Address	
E-mail	
Mobile No.	
Landline No.	

3. Legal Status of Company/firm/LLP etc.

Documents to be attached:

- Notarized copy of MCA Incorporation Certificate /legal document of the firm, Details of Owner (Proprietor/Partner/Directors) of company/Notarized copy of partnership deed in case of Partnership firm/LLP

4. Details of GST

- a) GST No.
- b) TAN no.

Documents to be attached:

- Self-signed copy of registration of GST & TAN.

5. Turnover Details

Sl. No	Financial Year	Turnover
	2021-22	
	2022-23	
	2023-24	

Documents to be attached:

- A CA Certificate stating the turnover of the organization for each year.

6. Details of the proposed Vans (Ownership/MoU)

Documents to be attached:

- 1) Photographs of proposed Vans to be submitted.
- 2) Copy License to operate in the respective field.
- 3) Registration Certificate of Vehicles.
- 4) Third Party Insurance of the proposed Vehicles.
- 5) Copy of the Licenses of Drivers/Operators of the proposed vans.
- 6) Duly Notarized copy of Existing MoU (not old than 03 months from the date of bid) with a mobile van fleet operator for at least ten vans.

7. Details of all work done (Work Orders) in last five years in the operation of Mobile Vans

Sl. No	Work order number	Date of work order	Financial Year	Work order giving organization	Invoice number

ANNEXURE II

(Proforma for submission of Financial Proposal/Bid for Mobile . Vans)

Invitation of Bids for engagement of vendors for Mobile Vans for screening films and disseminating information about Government's schemes, programmes, initiatives etc. by Bihar Rural Livelihoods Promotion Society (BRLPS), Government of Bihar.

(To be submitted on only through <https://eproc2.bihar.gov.in> in the provided format (in EXCEL format) duly *stamped and signed each page by authorized signatory of the company/agency*. The Per Unit Rate column should be filled by the Agency as per the Proforma attached, else the Financial Proposal shall be rejected. If any of the rows is left vacant, the financial proposal shall be rejected.)

RPF dated

MOBILE VANS

Deliverables	Campaign Duration	Price Quotation (in Rs) for campaign inclusive of all statutory taxes/duties and liabilities excluding GST
<ul style="list-style-type: none">• GPS enabled Vans will be branded (all side branding) with non- digital material i.e. Canvas Print etc.• A vehicle having size of minimum 17.76 feet length and 6.88 feet wide like Tata 407 or vehicle of similar type/specification with a provision of P-6 LED screen of 12 ft. x 8 ft. or more and capable of screening government schemes and other audio-visual content provided by BRLPS/Client.• There should be provision of showcasing films on government schemes and MC/Announcer who is moderating the show should also be well versed with local language wherever the Mobile Van is doing the performance.• There should be provision for Mikes of adequate numbers with each VAN.• The vans shall have provision of adequate sound system of required wattage to cater at least 300 pax with at least 4 cordless mics.• Provision of at least 2 floodlights and power backup of 5 KVA silent generator should be provided by the agency.• Provision of counter/stalls for distributing booklets and merchandises.	<i>Duration: Rate per van for 30 days campaign</i>	<p style="text-align: center;">PLEASE DO NOT QUOTE RATE HERE. A SEPERATE PRICE FORMAT (IN EXCEL FORMAT) IS AVAILABLE ON https://eproc2.bihar.gov.in to quote prices.</p>

<ul style="list-style-type: none"> • Multi-tasking VAN manager/operator for managing tasks related handling to technical operation of vans, managing counters/stalls, photography & videography (1 per van). • MC/Announcer for managing the programmes and engaging the crowd (1 per van), well-versed with the local language. • Facility for GPS Tracking by BRLPS/ client with complete access to the monitoring system/logs. • Mobile Vans will have to screen AV content at minimum two (2) locations per day. • Mobile Van should have internet facility/equipment for video conferencing over NIC/BSWAN network. • BRLPS may require additional locations (screening) as per the mutual consent of the parties (BLRPS & Service Provider). • Activity through each Mobile Vans shall include travel up to approximately 1200 Kms. in a month. In case, the vehicle travels for more than 1200 Kms. in a month, payment will be made for extra kilometre at the rate of Rs. 15.00 per kilometre based on GPS report. • Vendor must ensure all the all required permissions for Operating Mobile VAN for the crowd pulling and other necessary permissions from state / local authorities as applicable as well as compliance of local taxation matters. 		
Applicable GST rate in percentage		

NOTE: For campaigns having duration of more or less than 30 days, pro rata rates of 30 days campaign will be applicable.

No extra payment to be made by BRLPS for adaptations (if any), which would mean:

- I. Any change in size of the creative with other inputs remaining the same,
- II. Any correction or change of the image or addition of a detail in the same template to suit the local requirements,
- III. To include the logo of the state Government or any other logo as per the requirements of the campaign

DECLARATION

I (Name of the capital letter) working an (organization) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc.) to certify and undertake that the all the information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the Bihar Rural Livelihoods Promotion Society (BRLPS) in future.

1. I/We do hereby declare that our Company/ Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.
2. I/We do hereby declare that our Company/firm has not been part of cartel with other vendors and will quote competitive rates in the bids.

Date:

(Signature)

Place

(Name & Designation of Authorized Signatory)

SEAL OF THE ORGANISATION

Annexure-III

Performance Bank Guarantee Format

From:

Bank _____

To

The Bihar Rural Livelihoods Promotion Society, Patna.

Dear Sir,

Whereas you have entered into a agreement No.
Dt.....(hereinafter referred to as the said Agreement with
M/s....., hereinafter referred to as the
"Service Provider" for supply of services as per Part-II of the said agreement to the said
contractor and whereas the Service Provider has undertaken to produce a bank
guarantee for 5% of total Agreement value amounting to.....to
secure its obligations to the BRLPS. We the..... Bank
hereby expressly, irrevocably and unreservedly undertake and guarantee as
principal obligors on behalf of the service provider that, in the event that the BRLPS
declares to us that the goods/services have not been supplied according to the
Agreement obligations under the aforementioned agreement, we will pay you, on
demand and without demur, all the any sum up to a maximum
of Rupees.....only. Your written demand shall
be conclusive evidence to us that such repayment is due under the terms of the said
agreement. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and
guarantee by any arrangements, variations made between you and the
service provider indulgence to the service provider by you, or by any alterations in
the obligations of the service provider or by any forbearance whether as to
payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of
agreement according to the agreement obligations under the said agreement.

5. Unless a demand or claim under this guarantee is made on us in writing or on
before the aforesaid expiry date as provided in the above referred agreement or unless
this guarantee is extended by us, all your rights under this guarantee shall be
forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged
by any change in the constitution of the bank or in the constitution of
M/s.....
