



बिहार सरकार

Request for Proposal (RFP)
for
Selection of Project Management Agency for
Promoting Khadi in Bihar for Bihar State
Khadi & Village Industries Board (KVIB)

Tender Reference No: ५०/५७१.....

December 2021

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Bihar State Khadi & Village Industries Board

Tender Notification

RefNo. 90/471

Date: 31/12/2021

Request for Proposal for: Selection of a Project Management Agency (PMA) for promoting Khadi in Bihar

1. Bihar State Khadi & Village Industries Board intends to hire a Project Management Agency with the objective to promote and publicize Khadi and its activities and generate self-employment.
2. This Request for Proposal (RFP) is to solicit technical and financial proposals from the prospective bidders for undertaking Project Management service for promoting khadi in Bihar and providing day to day operational and financial management support for the specified period to Bihar State Khadi & Village Industries Board (KVIB).
3. The Project Management Agency (PMA) selected through this bidding procedure shall deliver requisite services directly to the KVIB. KVIB shall also monitor the PMA services and shall make related contractual payments based on acceptance and certification of deliverables/activities.
4. The period for the requested tender is 36 months.
5. The Bidding will be conducted in accordance with Single-Stage, Two Envelope Bidding Procedure based on the evaluation and qualification criteria detailed in Section 3 of this RFP.
6. KVIB will not be responsible for any costs or any expenses incurred by the bidders in connection with the preparation of pre-bid queries, participation in pre-bid conference, preparation or delivery of bids.
7. **Fact Sheet**

#	Information	Details
a)	RFP No. and Date	dated..... The bidders can download the RFP document from the following websites: http://kvibbihar.com and www.industries.bih.in
b)	Sale & RFP Document Purchase Price	INR 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft from a Nationalized bank/Scheduled Bank in favor of "Bihar State Khadi & Village Industries Board" payable at "Patna"
c)	Last date for submission of pre-bid queries through email	27 JANUARY 2022 BY 3.00 PM Email - kvibpatna@gmail.com
d)	Date and Address of pre-bid meeting	27 January 2022 at 04.00 pm Address: Bihar State Khadi & Village Industries Board (KVIB), Mahesh Bhawan, East Gandhi Maidan, Patna-800004 Telephone: 9431342557/9801295946 http://kvibbihar.com
e)	Clarification to the pre-bid queries	The pre-bid clarification will be published on the following website: http://kvibbihar.com and www.industries.bih.in
f)	Availability of Tender Document	20 January 2022 onwards till opening of bids. Applicants can download the Notice Inviting Tender (NIT) and Request For Proposal (RFP) document from www.kvibbihar.com , www.Industries.bih.nic.com
g)	Last date for receipt of bid	14 FEBRUARY, 2022 At 3.00 P.M

Request for Proposal (RFP) for selection of a Project Management Agency for promoting khadi in Bihar for Bihar State Khadi & Village Industries Board (KVIB)

h)	Address for submission of Proposal	Bihar State Khadi & Village Industries Board (KVIB), Mahesh Bhawan, East Gandhi Maidan, Patna-800004 Telephone: 9431342557/9801295946 http://kvibbihar.com
i)	Earnest Money Deposit (EMD)	INR5,00,000/-(Rupees Five Lakh only) in the form of Bank Guarantee from a Nationalized bank/Scheduled Bank in favor of "Bihar State Khadi & Village Industries Board" valid for 180 days from the date of submission of the bid.
j)	Bid Validity Period	One-hundred-and-eighty days (180) from the date of submission of the Bid.
k)	Date of opening of Technical Bid	14 FEBRUARY 2022 at 4.00P.M
l)	Date of Technical Presentation (if any)	Will be intimated later.
m)	Date of opening of Commercial Bid	Will be intimated later.
n)	For any further clarification	Chief Executive Officer Bihar State Khadi & Village Industries Board (KVIB), Mahesh Bhawan, East Gandhi Maidan, Patna-800004 Telephone: 9431342557/9801295946 http://kvibbihar.com

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30.12.2021
Chief Executive Officer

Bihar State Khadi & Village Industries Board

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Section 1: Introduction and Background

1.1. Background

Khadi was central to Gandhi's vision of self-reliance and self-rule. He wanted all of us to spin our own cotton thread and weave Khadi, thereby, providing employment and contributing to the country's self-sufficiency. Khadi with its intermediate technology and emphasis on viability can fulfil the social objective of creating employment to millions and at the same time fulfilling the economic objective of producing saleable goods of daily use on a decentralized basis.

Bihar has a rich history of promoting Khadi since pre-independence times. In the post-independence era, Khadi in Bihar emerged further as a significant vehicle for socio-economic development and many of these Khadi organizations, also called Khadi Institutions (KI), Sansthas, Sansthan or Samithi; that still exist, commenced their operation for manufacturing Khadi and village industries products. In recent times, however there has been a large deterioration in the sector as it could not compete well with the current mainstream industries in terms of efficiency and market orientation.

The Government of Bihar (GoB) is committed to inclusive development of the state. Bihar, primarily being an agrarian state, most of its population resides in villages and rural areas. On account of its potential to generate large level of employment especially amongst the weaker sections and women, Khadi has a vital role to play in achieving inclusive economic development. In order to strengthen the Khadi sector, State Government has formulated the Bihar Khadi Policy, 2017. The focus of this policy is on development of support infra structure, emphasis on modern and improved technology, skill development, structured package of assistance and improvement in the existing governance and implementation structure. The policy has also a clear focus on uplifting the socially marginalized groups and women.

1.2. Key Objectives of KVIB

KVIB was established with an objective to publicize Khadi. It helps people and registered organizations economically under different schemes of Government. Board's one objective is to educate and inform rural mass about cottage industries and technical guidance. A brief outline of the KVIB's key objectives across various dimensions is given below:

- **Promotion of Khadi** – KVIB promotes the usage of khadi, its production and selling in local market. As a result many outlets of khadi opened all over the country. These shops sell stitched as well as unstitched khadi fabrics.
- **Employment generation:** KVIB facilitates weavers and other workers by providing charkha and even financial help for setting up khadi production unit at their doorstep. A number of people are engaged in different processes from spinning yarn with raw cotton to retailing the fine product. They are not only getting employment but are leading a respectful social life and experiencing a new light of hope and development. KVIB also implements some of the major schemes of Government such as Market Development Assistance (MDA), Interest Subsidy Eligibility Certificate (ISEC), training programs for skill development of the youth and Prime Minister Employment Guarantee Program.
- **Social upliftment:** KVIB organizes different programs like old age education, children education, drinking water facilities, residential facilities and other social programs to improve the earning along with social status of the workers. Four organized weaver colonies were developed and majority of weavers have got residential facility. The children of the weavers are provided education assistance so as to create an understanding of importance of education. Apart from this encouragement of committed development programs, construction of classrooms for education in 5 schools, 2 Gandhi Cultural Stages, mother child care centers, medical centers, library for the development of villages that are developed by KVIB.

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- **Outreach, Collaboration and Network:** KVIB assists in (i) establishing synergy among various development partners in the field of khadi, (ii) entering into collaborative arrangements with other organizations for transfer of improved technology, procurement of raw-materials, marketing and sale of khadi products, and (iii) formulation of project reports for artisans, weavers and their associations.
- **Artisan welfare and revenue generation:** To facilitate: (i) registration of craft-persons/associations of craft persons, (ii) arrangement of welfare of crafts persons, (iii) recognition of craft persons in the field of khadi by giving awards, (iv) raising funds by way of fees/charges, grants, loans, contribution including foreign aid, through and from Govt. of India, Govt. of Bihar, statutory corporations, bodies, financing institutions & other sources, (v) establishment, management and supervision of training centers.
- **Design and product Development:** KVIB promote design development, product innovation and product diversification.

1.2 Assessment of current situation

Bihar State Khadi and Village Industry Board (KVIB) is the apex body under the Government of Bihar for the development of Khadi and village industry in Bihar. The office of the Board is located in Patna. The organizations that process, produce and market Khadi products are mostly registered as charitable societies under the Indian Societies Registration Act, 1860. They are called Sansthas, Sansthans, Samitis or Sangh interchangeably. All Khadi and village industry Sansthas need to be registered by KVIB. In Bihar, the current strength of such registered Sansthas is 84, out of which 26 Sansthas are aided by the Board.

The sales of Khadi within and outside the State are done through four channels. Outlets owned and run by KVIB, Bihar State KVIB, Sansthas and private entities (other than the registered Khadi Sansthas).

To promote the Khadi in the state, the Government of Bihar has rolled out various schemes or yojanas from time to time. The ongoing flagship scheme by the government of Bihar is called "Khadi Punrudyhar Yojana."

There are various other schemes also run by KVIB which are being implemented in the state. Some of the major schemes run by KVIB are Market Development Assistance (MDA), Interest Subsidy Eligibility Certificate (ISEC) and training programs for skill development of the youth. The other employment generating schemes envisaging promotion of village industries is Prime Minister Employment Guarantee Program.

There are other organizations e.g. trusts, NGO, SHG, producer groups who have potential to manufacture and market khadi products, but are not registered with KVIB. SHGs under JEEVIKA, where artisans/weavers already exists are proposed to be supported by KVIB for promotion of Khadi.

1.3. Need for PMA Support

"Bihar State Khadi and Village Industry Board" (KVIB) is the nodal agency for the State to carry out the entire program for the improvement of khadi and village industry sector. The benefits shall be routed through the Board wherever applicable. The Board has to do the due diligence at all the required levels and lead the interventions. It has to play a crucial role in articulating the future focus for the state in this sector. It is thus very important that the Board is made capable enough to take up the responsibilities in full. In this direction, the state government shall take appropriate measures to strengthen the Board in terms of its physical infrastructure both at the HQ level and the field level, financial capabilities and human resource base. A Project Management Unit (PMU) shall be appointed to support the KVIB.

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Further, Khadi needs institutional support in design development and improved technological support. There is a great market potential for khadi in the national and international market which can also bring immense livelihood opportunities among the Artisans of Bihar. The PMA support is aimed towards development of khadi sector by way of improved design, enhanced quality and providing enabling environment to artisans for marketability of their products as per the present market needs and requirements. The specific objective is to increase income and job opportunities for artisans/ institutions by improving productivity, diversification, and products quality while establishing efficient marketing services and facilities. Further, the selected PMA will also support in managing day to day operation of KVIB at HQ and at the field level.

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Section2: Terms of Reference

A. Scope of Work

The overview of the scope of work for Project Management Agency will include but not limited to the following activities.

i. Existing tools, technologies and need for up gradation

- Present level of usage of tools, equipment and machinery vis-a-vis production limitations from the point of quality and sustainable supply chain management and faster production techniques.
- Identification of required technologies including plant, machinery, tools, equipment, moulds, casting, prototyping, coloring, and polishing etc. based on the feedback from artisans, Manufacturers etc.
- Suggestions for implementation among users and its running and management.

ii. Raw material and need for up-gradation

- Present level of process for procurement & availability of the quality raw material and constraints faced including pricing.
- Need for quality & graded raw material and requirement of Raw Material Bank and their interest for its running and management.

iii. Design, product development and innovations

- Constraints faced by the artisans, khadi institutions and manufacturers for availability of new and innovative designs on regular and perpetual basis.
- Need and requirement for design centre with the services of qualified designers for supply of new designs and techniques on constant basis including trends, colour & forecasts.

iv. Technical Infrastructure

- Mapping of existing available technical infrastructure of State or Central Agencies and its appropriate usage without any duplication.
- To ascertain the needs and requirement of necessary technical infrastructure such as training centre, Testing Laboratory or any other such requirement which leads to the enhancement of exports.

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v. National and International Marketing and Brand Promotion

- The existing measures being used for marketing by the artisans, manufacturers & exporters
- Suggestions for global brand building, new and innovative marketing techniques including e-Commerce, Market Linkage through established brands, entrepreneurship development etc.
- Converting these KIs into sourcing hubs both for national retailers & international buyers by ascertaining their needs.

vi. Credit Situation, present level of wages earned by artisan and means of enhancing

- The enhancement of the wages of the artisans is a major challenge in development of this sector.
- The intricate mapping of existing wages earned & suggestions of enhancement due to the implementation of proposed interventions.
- Credit situation and means to enhance it

b) Detailed study of best practices from other regions with respect to above mentioned areas.

c) Prepare a strategic roadmap report with proposed interventions for improvement of khadi in the State in accordance with the Khadi Policy of the State.

The PMA shall develop a statistical framework for the collection and analysis of data as described in the objectives for this baseline survey including format and structure of database for encoding the baseline data in consultation with KVIB and Department of Industries, Government of Bihar. The selected PMA should visit the KIs and prepare a baseline survey report which should capture the sampling strategy, sample size, proposed data collection instruments and timeline for activities. Further, the selected PMA should collect the data and prepare a draft report that responds fully to the above mentioned requirement. Subsequently, the selected PMA should hold discussion to incorporate the feedback and finalize the report.

1. Activity : Skill Development

- a) Mapping of existing skills available in Khadi Institutions for the identified products and need of skill up-gradation and technical training.
- b) Assess the training need of local artisans in each of the KIs and prepare a training need assessment report
- c) Suggestion for proposed interventions in the areas of skill development including Entrepreneurship Development.
- d) Facilitate various skill development training programs and workshops to enhance the competencies of local artisans for increasing livelihood opportunities and socio economic development.
- e) To arrange training by engaging trainers / master trainers for providing design, design guide-lines and other related services to artisans on continuous basis and establish a "Design Bank" to cater to the need of retail/wholesale traders, merchant traders, exporters, entrepreneurs and other several channels etc.

The selected PMA is expected to assist KVIB in all the activities listed including conducting necessary training programs. The client will bear the cost related to cost of master trainers for Skill Development Workshop and trips of artisans to various business workshops and design workshops held out nationally and internationally etc.

KVIB will conduct the skill development workshop and PMA consultant will assist in designing and conducting such workshops. It may be noted that cost associated with the consultants for the above mentioned activities will not be borne by KVIB.

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2. Activity: Design and Technology development support

- a) Conduct workshops to develop appropriate technology capable to help the artisans to produce items to suit the tastes and preferences of contemporary market using the traditional skill & ensure enhanced production.
- b) Engagement and coordination with Designers etc. from empaneled list of designers

3. Activity: Credit facilitation

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

4. Activity: Raw Material Support

Identify local suppliers of raw materials and prepare a list of all local suppliers and maintain the list in the database.

5. Activity : Product Development

- a) Empanel/hire a qualified designer/design house agency from the market for development of new product ranges and concepts.
- b) Explore the possibilities for the development of new product lines in addition to existing products as a diversification strategy.
- c) To make the stakeholders educated about consumer preferences in terms of product design, colors, size and utility etc.

6. Activity : Marketing and Promotion

- a) To enhance the access of artisans to various markets and marketing channels along with creating awareness about khadi amongst consumers & public at large both in domestic and international market
- b) Assist KVIB in organizing and participating in seminar, national and international trade fairs and workshops, symposium and exhibitions, organize and participate in buyers sellers meet and domestic exhibition
- c) Plan road shows across the state to create awareness about khadi items and support provided by Government to Artisans in the state.
- d) Assistance in setting up the buyer's bank etc.

7. Activity : Quality Control

PMA should facilitate establishment of quality control unit which should keep strict control on the quality of the raw material and the finished products. The unit has to give the quality certificate before the product goes into the market. The PMA Consultant is expected to provide technical assistance and expert advice to KVIB in establishment of the unit. The capital cost and the other associated cost for the establishment of such unit will be borne by KVIB.

8. Activity : Implementation of Inventory Management & Accounting System

PMA shall implement end to end integrated system of accounting based on Tally-ERP or any other suitable accounting solution for KIs as well as KVIB. Such system should respond to queries by locating the right transaction quickly and include following features:

- a) Able to record bills of materials to record conversion of raw cotton into yarn and from yarn to cloth
- b) Recording of different groups/categories of stock at multiple location
- c) Billing with support for printing of invoices and other documents.
- d) Barcode support for recording of sales
- e) Automatic application of taxes, wherever applicable; and calculation of amount of subsidy/rebate to be claimed from KVIB in accordance with the policy of GoB.
- f) Manage database of weavers/artisans; calculate amount payable for their work on daily/periodic basis.
- g) Integration with payment gateway or any e-payment system for online transfer of wages to artisans and suppliers.

9. Activity: Provide day to day technical, administrative and financial management support in overall functioning of Bihar State Khadi & Village Industries Board (KVIB), 26 identified Khadi Institutions and Producer Groups of JEEVIKA spread over 10 specified districts.

The PMA will provide support to KVIB in performing their day to day technical, administrative and financial management support along the following areas:

- a) Finance & Accounts
- b) Marketing
- c) IT & e-Commerce Platform Management
- d) Design including Catalogue Management
- e) Office Operations Management

PMA would be able to update KVIB about progress of KIs and other institutions under its monitoring on daily basis with key information such as movement of stock, purchases, sales, yarn produced, wages paid, number of artisans employed etc. in a suitable format as agreed by KVIB.

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B. Resource Requirements:

The resources for this assignment can be broadly categorized into two categories which are as follows:

Category A Resources

#	Designation	Responsibilities	Qualification and Experience	No. of Experts
	Team Leader	The Team Leader would be engaged over the entire course of the period of contract. The main responsibilities of the Team Leader include: • Acting as technical lead for all substantive and analytical work assigned to PMA • Coordinating and supervising the activities of the entire team • Assuming final responsibility of submission of deliverables/outputs/activities in accordance with agreed timelines • Overseeing quality control of key deliverables/outputs • Acting as spokesperson for the PMA	MBA/Post Graduate having minimum 7 years of experience in Rural Development/Marketing /Finance /Design and Development. Minimum 3 years of experience in the area of textile/Handloom/ Khadi/Handicraft etc preferably with the Govt.	1
	Design and Development Specialist	• Develop new prototypes to suit the tastes and preferences of contemporary market using the traditional skill of artisans and introduction of new techniques and technologies for enhanced production. • The designer will provide only those ranges of product, which are acceptable to the targeted market/buyer and shall be responsible for the success of the products.	Graduate from NID or Similar Institutes Minimum 5 years of experience post qualification in the area of design and development of textile/Handloom/ Khadi/Handicraft etc.	1
	Marketing Specialist	• To enhance the sales of khadi products across the state. Assist Producers organizations in meeting their sales target • Create a feasible strategy to enhance the market access of khadi products and establish market linkages with entities to grow market network • Improve overall retail management, customer service and sales skills of local artisans.	MBA/PGDM in Marketing Management Minimum 5 years of experience in Sales and Marketing preferably in craft/Handlooms/rural products	1

	Designation	Responsibilities	Qualification and Experience	No. of Experts
	Sr. Accountant cum Procurement Specialist	- Prepares monthly statements by collecting data, analyzing and investigating variances, summarizing data, information, and trends. - Prepares state quarterly and annual statements by assembling data - Provide necessary transaction advisory assistance to KVIB	CA/CMA Minimum 5 years of experience in financial accounting. Should have transaction advisory related experience	1
	IT and MIS Specialist	- Create and maintain database with complete information on following: - Maintain a list of all Raw material suppliers with their contact number - Comprehensive list of all product/items related to khadi/handloom produced in Bihar - Perform MIS related tasks as deemed necessary by KVIB - Provide necessary data entry support	B.Tech in Computer Science, Information Systems/ MCA Minimum 5 years of experience in web design, and web-based data base design and implementation. Must be able to write clear, concise technical reports of high quality in English	1
	<u>Producer-Writer (Bilingual)</u>	Should have minimum 6 years of experience in the field of journalism and Mass Communication.	Should be Graduate or Diploma in Journalism and Mass Communication	1
Category B Resources				
#	Designation	Responsibilities	Qualification and Experience	No. of Experts
	E-commerce Specialist	- Assist in Managing and operating the various e-commerce channels. If required, PMA can suggest new e-commerce channel to promote and enhance the sales. - Assist in managing the digital media platform like Twitter, Facebook, Instagram etc. - Assist in monitoring and reporting Product packaging and stock managing.	- MBA / B Tech /MCA with 3 years of experience in managing e-commerce websites, social media handling, procurement etc. - Must be able to write clear, concise technical reports of high quality in English. Certification of Digital Marketing will be preferred.	1

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Marketing Executive Field level offices	- Assist in enhancing the sale of khadi & Village Products of Khadi Institutions across the State. - Assist in overall retail management and sales skills of Khadi Institutions.	- MBA/PGDM/MFM in any relevant discipline. - Minimum 3 years' experience in sales and marketing preferably in khadi and village industries products.	1
Office Executive (CV not required in Technical Bid)	- Up-to-date entry of accounting transactions - Prepares monthly statements by collecting data, analyzing and investigating variances, summarizing data, information, and trends. - Prepares state quarterly and annual statements by assembling data - Provide day to day office management support to KVIB HQ	Graduate, Strong computer skills with experience in Tally and MS Office, supported with Degree/Diploma/Certificate etc. Minimum 3 years of experience. Experience in financial accounting preferred.	3
Digital Video Editor	- Should have relevant exposure/ experience with reputed organization of video editing and design experience in various video editing softwares. - Should have 5 years' experience in same field	Minimum education required is Intermediate or higher.	1
Graphic Designer	Should have 5 Years of Experience of working in any reputed organization in the similar role.	Minimum qualification required is Diploma, Graduation, or certificate course in the appropriate field.	1
Cameraman	Should have minimum 4 years of experience as videographer and still photographer in reputed firm.	Minimum education required is Intermediate or higher.	1
IT & MIS Expert	- Create and maintain database with complete information on following: - Maintain a list of all Raw material suppliers with their contact number - Comprehensive list of all product/items related to khadi/handloom produced in Bihar - Perform MIS related tasks as deemed necessary by KVIB - Provide necessary data entry support	B.Tech in Computer Science, Information Systems/ MCA /BCA Minimum 5 years of experience in web design, and web-based data base design and implementation. Must be able to write clear, concise technical reports of high quality in English	2

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Accountant	• Up-to-date entry of accounting transactions • IMS of Khadi Mall • Prepares Monthly Sale and purchase statement for GST	Bachelor of Commerce (B. Com), Strong computer skills with experience in Tally and MS Office, supported with Degree/Diploma/ Certificate etc. Minimum 3 years of experience in relevant field.	2
Cashier	• Up-to-date entry of accounting transactions • IMS of Khadi Mall • Prepares Monthly Sale and purchase statement for GST	Bachelor of Commerce (B.Com), Strong computer skills and MS Office, supported with Degree/Diploma/ Certificate etc. Minimum 3 years of experience in relevant field.	2
Field Executive (CV not required in Technical Bid)	• Up-to-date entry of accounting transactions • Prepares monthly statements by collecting data, analyzing and investigating variances, summarizing data, information, and trends. • Prepares state quarterly and annual statements by assembling data • Provide day to day office management support to Khadi Institutions & KVIB HQ	Bachelor of Commerce (B.Com), Strong computer skills with experience in Tally and MS Office, supported with Degree/Diploma/ Certificate etc. Minimum 3 years of experience in relevant field.	2
Design expert	• Assist in developing new prototypes to suit the tastes and preferences of contemporary market using the traditional skill of artisans and introduction of new techniques and technologies for enhanced production. • Assist in preparation of business plan for establishment of craft design center.	Graduate from NID or Similar Institutes Minimum 3 years of experience post qualification in the area of design and development of textile/Handloom/ Khadi/Handicraft etc.	1
Khadi Expert	Should have proper knowledge of Khadi Production and identification of Khadi Fabrics	Minimum education required is Matric or higher Minimum 5 years of experience in Khadi Institution registered under KVIB.	1
Charkha Mechanic	Should have good knowledge of Charkha Repairing and Spare parts	Minimum education required is Matric or higher Minimum 5 years of experience in relevant field.	1

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C. Payment Terms and Schedules:

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

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

Note:-Monthly progress report (MPR) submitted by the PMA will be examined by KVIB officials. After approval of the MPR, the payment can be released within 60 days subject to availability of fund with the organization.

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Section 3: Instruction to Bidders

1. General Instructions

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

2. Compliant Proposals/Completeness of Response

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

3. Pre-bid Meeting and Clarification

3.1. Bidders Queries

KVIB shall hold a pre-bid meeting with the prospective bidders on due date as given in the notice. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to KVIB by hard copy on or before due date as given in the notice. The queries should necessarily be submitted in the following format

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

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

3.2. Responses to Pre-Bid Queries and Issue of Corrigendum

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

4. Key requirements of the Bid

4.1. Right to Terminate the Process

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

4.2. RFP Document Fees

- a) RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of INR 10,000/- (Rupees Ten Thousand only), drawn in favor of "Bihar State Khadi & Village Industries Board" payable at Patna, Bihar from any nationalized/ scheduled banks.
- b) The bidder may also download the RFP documents from the website. In such case, the demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.3. Earnest Money Deposit(EMD)

- a) Bidders shall submit, along with their Bids, EMD (amount specified in the tender notification table), in the form of Bank Guarantee drawn from any nationalized bank or scheduled bank in favor of Bihar State Khadi & Village Industries Board, payable at Patna branch and valid for 180 days from the last date of the bid submission. Bid security in any other form will not be accepted. EMD in the shape of Bank Guarantee shall be submitted in the format provided in the section 5 of this RFP.
- b) The EMD i.e. bid security is interest free.
- c) The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee. The bid security of all unsuccessful bidders will be returned by the client at the earliest either after expiry of the final bid validity or within 30 days after award of the contract to the successful bidder.
- d) The bid submitted without bid security, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- e) The bidder shall extend the validity of the offer and EMD on request by the client.
- f) The bid security may be forfeited, if a bidder withdraws its bid during the period of bid validity or/ and in case of a successful bidder, if the bidder fails to sign the agreement in accordance with terms and conditions.

4.4. Deadline for submission of proposals

- a) Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the address as specified in Tender Notification.
- b) Last Date & Time of submission: As given in the Tender Notification.

- c) The client may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of the client and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4.5. Submission of proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
- (i) Response to Pre-Qualification Criterion and Technical Proposal: 1Original + 1Copy + 1 CD in first envelope.
 - (ii) Commercial Proposal - 1Original in second envelope
- b) The Response to Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super scribing "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each type of bid should also be marked as "Original" OR "Copy" as the case may be.
- c) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- d) The two envelopes containing copies of Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Name of the assignment>-< RFP Reference Number>and the wordings "DO NOT OPEN BEFORE <Date and Time>".
- e) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g) The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initiated by the person (or persons) who sign(s) the proposals.
- h) All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- i) In case of any discrepancy observed by Department of Industries in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Department of Industries in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the softcopy.

4.6. Authentication of Bid

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal submitted in response to this RFP.

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4.7. Proposal Preparation Cost

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

4.8. Language

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

4.9. Venue and Deadline for Submission of proposals

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

4.10. Amendment of Request for proposals

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

4.11. Bid Price

- a) Commercial Bid shall be as per the format provided in this RFP. Bid price for evaluation purpose is inclusive of all applicable taxes, duties, other levies and charges etc. All applicable taxes, duties, other levies and charges etc. shall be required to be mentioned as per the commercial format. .
- b) Bidders shall quote for the entire scope of contract on "overall responsibility" basis such that the total bid price covers all the Bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product /services.
- c) Prices quoted by the Bidder shall remain fixed during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation or with incomplete details will be treated as non-responsive and shall be rejected.

4.12. Late Bid

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

4.13. Evaluation Process

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- a) The Proposal Evaluation Committee constituted by the KVIB shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- b) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- c) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- d) The Proposal Evaluation Committee-reserves the right to reject any or all proposals on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.14. Tender Opening

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

Signature

Section 4: Technical and Commercial Evaluation

A. Technical Proposal Evaluation

1 Technical proposal guidelines

- a) The invitation for bids is open to all entities registered in India who fulfill technical criteria as specified in this RFP.
- b) Bidders declared to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices by the client shall not be eligible.
- c) Bidders whose EMD was forfeited by any state or central government agency on serious/grave grounds i.e. submission of false/forged/tampered/fabricated/manipulated documents/ information at any occasion during last five years from the date of issue of RFP, shall not be qualified
- d) Breach of general or specific instructions for bidding, general and special conditions of contract with any state or central government agency during the past 5 years may make a firm ineligible to participate in the bidding process.
- e) The bidder is expected to understand the complete scope of work, the processes and functions of the client while preparing the Technical Proposal.
- f) The bidder is expected to bid for the project with a complete understanding that, all the processes, functions, services requirement etc., given in this RFP, at a fixed price, without any provisions for bargaining for a different interpretation of the specifications in this RFP and changes in scope, while executing the project.
- g) While the bidder has the freedom in making any assumptions about the processes and functions of the client while interpreting the details given in this RFP, such assumptions cannot be the basis for any bargaining or different interpretation during the execution of the project. The client interpretation shall be final and binding on all the bidders. The assumptions made by the bidder shall not have any impact on the commercial bid submitted.
- h) The client retains the right of the final say in the interpretation of the scope of the Project in terms of the interpretation of the functions and processes of the client, as listed in this RFP.
- i) The Technical proposal should address all the areas/ sections as specified in the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP.
- j) The Technical proposal must not contain any pricing information.
- k) The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification.
- l) Wherever the customer name is asked for, in experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
- m) The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. However, the bidder is expected to provide the names of the organizations, only if the organization is the direct customer (had a direct contract) of the bidder.
- n) The bidder shall number all the pages of the Technical proposal including the annexure and other attachments.
- o) The Technical proposal shall be in line with the requirements and shall strictly comply with all the forms and formats as provided in section 5 of this RFP.
- p) Proposed Approach and Methodology and Work Plan should include overall approach and methodology for all components including optional components (if any) and the detailed work plan
- q) Project Staffing Plan should include staffing plan, number and quality of people proposed for solution deployment, number and quality of people proposed for support.

2 Technical evaluation process

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

3 Technical evaluation methodology

- a) The technical bid has to comply with all the pre-qualification criteria as given in this RFP.
- b) If any of the bids fails to meet the pre-qualification requirements, the same shall be rejected.
- c) The technical bid meeting all the pre-qualification requirements will be evaluated as per the criteria given in this RFP. The minimum technical score cut-off is 70. Proposals scoring 70 or above points will qualify for commercial opening and further evaluation.
- d) The commercial bids of bidders who don't qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
- e) The client shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.
- f) The technically qualified bidders will be informed of the date and venue of the opening of the Commercial bids through a written communication.

4 Pre-qualification Criteria

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

#	Criteria	Support documents
1.	The bidder should be a company/LLP registered in India under the Companies Act, 1956/2013 or LLP Act 2008 with a registered office and operations in India.	As per the form given in section 5. Certificate of Incorporation and

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		Certificate of Commencement of Business (if applicable) issued by the Registrar of Companies, India.
2.	The bidder should be operational in India for at least last five financial years as of 31 st March 2017.	As per the form given in section 5. Certificate of Incorporation and Certificate of Commencement of Business (if applicable) issued by the Registrar of Companies, India.
3.	The bidder company must have experience of operating as Project Management Agencies	As per the form given in section 5
4.	The bidder should be a single legal entity for all purposes during the entire duration of the project. Joint venture or association is allowed.	As per the form given in section 5
5.	The bidder should not have been blacklisted by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.	As per the form given in section 5
6.	The bidder should have annual turnover of INR 5 Crores or more in the last three financial years (each year) ending 31 st March 2017 as evidenced by the audited accounts of the company. This turnover should be from Project Management, consulting and other related services.	As per the form given in section 5

5 Technical evaluation criteria

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

#	Criteria	Basis for Evaluation	Max Marks	Supporting Documents
1.	Company Profile		5	
	Average turnover from Project Management, consulting and other related services in last 3 years (Turnover in	- Greater than INR 15 Crores: 5 marks - Greater than INR 10 Crores and less than INR 15 Crores: 3 marks	5	As per the form given in section 5 Extracts from the audited Balance sheet and Profit & Loss;

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	Crores)	Greater than INR 5 Crores and less than INR 10 Crores: 1 mark		OR Certificate from the statutory auditor
2.	Relevant Strengths		20	
	Project Management, consulting and other related services in Rural Development sectors such as handloom/handicraft/ cluster development/ Khadi etc. for any state or central government agency or any other Public sector Undertaking or a Corporation in India to be demonstrated in 1 or more engagements of value more than INR 20 Lakhs each. The work order should have been issued within the last 5 years, as on bid submission date. The projects should have been either completed or an ongoing project	2 or more projects: 10marks 1 projects: 5marks Note: Projects less than INR20Lakhs will not be considered for evaluation.	10	As per the form given in section 5. Completion Certificates from the client; OR Work Order + Self Certificate of Completion; OR Work Order + Phase Completion Certificate (for ongoing projects) from the client

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	Experience of undertaking projects in following areas: (i) Capacity building, (ii) Marketing and Promotion, (iii) Product Development, (iv) Design and Technology development, (v) Infrastructure Projects etc. The projects should have been either completed or an ongoing project	• 2 or more projects undertaken in any of these areas: 10 marks • 1 project undertaken in any of these areas: 5 marks	10	As per the form given in section 5. Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client
3.	Approach & Methodology Proposed		30	
	Approach & Methodology proposed for the demonstration of understanding of scope of work, which would be required to deliver the service required by the department	Qualitative Assessment based on demonstration of understanding of the Department's requirements through providing: • Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work • Approach proposed and its components, Learning on Issues • Completeness and	20	As per the form given in section 5

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		responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference		
	Project work break down structure	Qualitative assessment based on timelines, resource assignment, dependencies and milestones	10	As per the form given in section 5
4.	Project Management Resource Profile		45	
	Resume of all key technical resources proposed for the assignment (Project Management Team Resumes)	Qualitative assessment. Following profiles will be evaluated on the basis of educational qualification (50%) and Experience (50%): • Team Leader: 15Marks • Designer and Development specialist – 7.5 marks • Marketing Specialist: 7.5 Marks • Sr. Accountant cum Procurement Specialist: 7.5Marks • IT and MIS Specialist: 7.5 Marks	45	As per the form given in section 5

#After LoI is issued, CVs of Accountant-cum-office Executive need to be submitted by the selected PMA consultant for review and necessary approval. The quality of these resources will be evaluated for their performance after deployment. In case of non-satisfactory performance of resources deployed the client will seek the replacement of these resources without any additional cost and within a defined timeframe of 30 days. Personnel being proposed as replacement should be either equivalent or better than the ones being replaced.

6 Commercial Evaluation

- All the technically qualified bidders will be notified to participate in Commercial Bid opening process.

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

7 Overall Evaluation Methodology and Award Criteria

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered
- d) Any conditional bid would be rejected.
- e) In case of tie amongst two or more bidders who have the same bid price, the bidder with the highest technical scores will be invited for discussions for issuance of letter of intent.
- f) Upon issuance of letter of intent, the successful bidder's furnishing of performance bank guarantee, the client will promptly notify each unsuccessful bidder and return their EMD.
- g) The client reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.

8 Award of Contract

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

9 Notification of Award

Prior to the expiration of the validity period, KVIB will notify the successful bidder in writing that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee (PBG), KVIB will promptly notify each unsuccessful bidder and return their EMD/ Bid Security.

10 Signing of Contract

- a) After the notification of award, KVIB will issue Purchase Order (PO)/ Letter of Intent (LoI). The Bidder shall sign and return back to KVIB duplicate copy of the Purchase Order/LoI as an acceptance of the PO/LoI within 7 working days from the date of issuance of PO/ LOI along with a

Performance Bank Guarantee.

- b) On receipt of the Performance Bank Guarantee KVIB shall enter into a contract with the successful bidder. The draft Master Service Agreement (MSA) is provided in RFP. KVIB shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, from the date of acceptance of PO/LOI, for reasons attributable to the successful bidder and follow Government guidelines for the award of contract to next best value bidder as per evaluation criteria.

11 Performance Bank Guarantee

- a) The successful Bidder shall at his own expense deposit with KVIB, within seven (7) working days from the date of issuance of PO/ LoI, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Nationalized bank to KVIB, in the format prescribed in Section<<>>, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- b) This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value. PBG shall be invoked by KVIB in the event the Bidder:
- Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of KVIB.
 - Misrepresentations of facts/information submitted to KVIB
- c) The performance bank guarantee shall be valid for 180 days post satisfactory completion of the overall engagement/work as stipulated in MSA. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.
- d) The performance bank guarantee may be discharged/returned by KVIB upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- e) In the event of the Bidder being unable to service the contract for whatever reason, KVIB would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of KVIB under the contract in the matter, the proceeds of the PBG shall be payable to KVIB as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. KVIB shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default.
- f) KVIB shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- g) In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the Bidder.

12 Fraud and Corrupt Practices

- a) The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the KVIB shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the KVIB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the KVIB for, inter alia, time, cost and effort of the KVIB, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- b) Without prejudice to the rights of the KVIB under Clause above and the rights and remedies which the KVIB may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the KVIB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the KVIB during a period of 5 year from the date such Applicant, as the case may be, is found by the KVIB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the KVIB who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the KVIB, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the KVIB in relation to any matter concerning the Project;
 - “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by KVIB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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Conflict of Interest

- a) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the KVIB shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the KVIB for, inter alia, the time, cost and effort of the KVIB including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the KVIB hereunder or otherwise.
- b) The KVIB requires that the bidder provides professional, objective, and impartial advice and at all

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times hold the KVIB interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the KVIB.

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Section 5: Annexures

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

To,

Chief Executive Officer
Bihar State Khadi & Village Industries Board (KVIB),
Mahesh Bhawan, East Gandhi Maidan, Patna-800004
Telephone: +91612-2673725; +917079501084
Website: <http://kvibbihar.com>

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

Dear Sir,

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

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FormT2: Bidder Information

S.No	Item	Bidder Response			
1	Company Name				
2.	Year Established				
3.	Incorporated in India (Yes orNo)				
4.	Authorized Signatory				
5.	Position				
6.	Address				
7.	Mobile				
8.	Telephone				
9.	Fax Number				
10.	Email Address				
11.	Financial Information		2017-18	2018-19	2019-20
	Turnover (INR)				
	Profit (INR)				

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Form T3: Undertaking on Personnel

(To be submitted on the Letterhead of the bidder)

[Date]

To,

<Insert client address>

Sub: Undertaking on Personnel

Dear Sir,

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:



Form T4: Undertaking of not being black listed

(To be submitted on the Letterhead of the bidder)

[Date]

To,

<Insert client address>

Dear Sir,

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

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

Bmnh

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Request for Proposal (RFP) for selection of Project Management Agency for promoting khadi in Bihar for Bihar State Khadi & Village Industries Board (KVIB)

Form T5: Financial Information of bidder/ consortium members

(To be submitted on the Letterhead of the bidder)

[Date]

To,

<Insert client address>

Financial Information	FY << Enter FY>>	FY << Enter FY>>	FY << Enter FY>>	Supporting document
Annual Turnover (in INR crores)				Relevant extract from P & L; Certificate auditor from
Positive Net Worth (Y/N)				Certificate from auditor
Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Firm: Address: Seal/Stamp of bidder:				

Request for Proposal (RFP) for selection of Project Management Agency for promoting khadi in Bihar for Bihar State Khadi & Village Industries Board (KVIB)

Form T6: Project Experience

(Please use separate forms for multiple citations)

Client Information	
Name of client	
Name of the person who can be referred to from Clients' side, with name, email and contact number	
Project value	
Project Details	
Brief description of the Project	
Month & year of completion	
Scope of work	
Supporting Documents Bidder need to submit anyone or more of the following documents. These supporting document(s) should clearly specify the scope of project, value of the project and project status with month & year of completion. 1) a client letter 2) work order/contract copy 3) completion certificate 4) a client email 5) Published citation in the client's website The above document(s) should be duly certified by authorized signatory.	
Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Firm: Address: Seal/Stamp of bidder:	

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Request for Proposal (RFP) for selection of Project Management Agency for promoting khadi in Bihar for Bihar State Khadi & Village Industries Board (KVIB)

Form T7: CV format

(Please use separate forms for multiple CVs)

Name of the Resource	<<insert details>>
Proposed Position	<<insert details>>
Date of Birth	<<insert details>>
Qualification Details	<<insert details – year of pass, percentage details, graduated in, college name, place>>
Language known	<<insert details>>
No. of years of Experience (post qualification)	<<insert details>>
Project details (At least 5 projects with a maximum page limit of 5 pages)	For each project <<insert details – Project name, client name, year, roles & responsibilities of the resource>>

Bonho

Form T8: Approach & Methodology

The proposed approach should contain at least the following details:

1. Understanding of the objectives of the assignment: the extent to which the approach and work plan respond to the objectives indicated in the statement/scope of work.
2. Approach proposed and its components for achieving the targets.
3. Detailed list of activities for each of the major work components
4. Learning on issues
5. Completeness and responsiveness: the extent to which the proposal responds exhaustively to all the requirements of all the terms of reference
6. Detailed project plan including work breakdown structure
7. Project staffing plan
8. Profiles of project team key resources
9. Project organization and quality management strategy
10. Communication management strategy
11. Risk management strategy
12. Escalation matrix etc.

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Form C1: Financial proposal submission form

Location, Date

To

<insert client address>

Dear Sirs:

We, the undersigned, offer to provide the Project Management Services to Bihar State Khadi & Village Industries Board (KVIB) in accordance with your Request for Proposal dated <<>> and our Technical Proposal.

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

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

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

We remain,

Yours sincerely,

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Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

FormC2: Component wise Cost Estimate

Sl No	Designation	No. of Experts	Man Month Cost (In INR)	Total Monthly Cost (In INR)	Total Annual Cost (In INR)
Category A Resources					
1	Team Leader	1			
2	Designer and Development Specialist	1			
3	Marketing Specialist	1			
4	Sr. Accountant cum Procurement Specialist	1			
5	IT and MIS Specialist	1			
6	Producer – Writer (Bilingual)	1			
Category B Resources					
7	E-commerce Specialist	1			
8	Marketing Executive Field level offices	1			
9	Office Executive	3			
10	Digital Video Editor	1			
11	Graphic Designer	1			
12	Cameraman	1			
13	IT and MIS Expert	2			
14	Accountant	2			
15	Cashier	2			
16	Field Executive	2			
17	Design expert	1			
18	Khadi Expert	1			
19	Charka Mechanic	1			
	Total	25			
	Applicable GST @ 18% on 14		NA		
	Total cost (14+15)		NA		

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

* Quantity of manpower may increase/decrease based on requirement.

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Request for Proposal (RFP) for selection of Project Management Agency for promoting khadi in Bihar for Bihar State Khadi & Village Industries Board (KVIB)

Section 6: Draft Standard Contract

Agreement & General Conditions of Contract

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- 1.1 Definitions
- 1.2 Relation between the Parties
- 1.3 Law Governing the Contract
- 1.4 Language
- 1.5 Headings
- 1.6 Notices
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- 1.8 Authority of Member in Charge
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2. Commencement, Completion, Modification and Termination of Contract

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- 2.4 Expiration of Contract
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- 2.6 Modification
- 2.7 Force Majeure
 - 2.7.1 Definition
 - 2.7.2 No Breach of Contract
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IV. APPENDICES

Request for Proposal (RFP) for selection of Project Management Agency for promoting khadi in Bihar for Bihar State Khadi & Village Industries Board (KVIB)

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants' Sub-consultants, Key Personnel and Sub-Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various reports.

Appendix C: Hours of work for Consultants' Personnel

Appendix D: Duties of the Employer

Appendix E: Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Format for Bank Guarantee for Performance Security

Appendix J: Minutes of the Pre-bid meeting

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Section 1: DRAFT FORM OF CONTRACT

CONTRACTFOR: *[Please insert name of project]*

**CONTRACT
NUMBER:** *[Please insert project number]*

THIS CONTRACT is made

BETWEEN: Bihar State Khadi & Village Industries Board (hereinafter referred to as "the Client")

AND : *[Please insert name of Consultant]* (hereinafter referred to as "the Consultant")

[Please insert nodal officer and communication address of the consultant]

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WHEREAS:

- A.** the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services"); and
- B.** the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section1	Form of Contract
Section2	General Conditions
Section3	Special Conditions
Section4	Terms of Reference
Section5	Schedule of Prices
Section6	Minutes of Contract Negotiation Meeting
Appendices:	

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants' Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C: Hours of work for Consultants' Personnel

Appendix D: Duties of the Employer

Appendix E: Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant, If any.

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix-J: Minutes of the pre-bid meeting

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

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

2. Commencement and Duration of the Services

Request for Proposal (RFP) for selection of Project Management Agency for promoting khadi in Bihar for Bihar State Khadi & Village Industries Board (KVIB)

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

3. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed _____ [please insert total amount in numbers and words] exclusive of any government tax, if applicable ("the Financial Limit").

4. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

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

For and on behalf of Client Signature: Name: Date:	For and on behalf of Consultant Signature: Name: Date:
Witness on behalf of Client 1. 2.	Witness on behalf of Consultant 1. 2.

Section 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- "Applicable Law" means the laws and any other instruments having the force of law.
- "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 10 of such signed Contract;
- "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC2.1;
- "GCC" means these General Conditions of Contract;
- "Government" means the Government of Bihar;
- "currency" means the Indian National Rupee;

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- (g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (i) "Personnel" means persons hired by the Consultants as approved by EMPLOYER as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (j) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- (o) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2 Relation between the Parties

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

1.3 Language

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

1.5 Heading

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

1.6 Notices

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

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

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

Employer:

Consultant:

Chief Executive Officer

**Bihar State Khadi & Village Industries Board (KVIB),
Mahesh Bhawan, East Gandhi Maidan, Patna-800004
Telephone: + 91612-2673725; +917079501084**

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1.7 Location

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

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby will authorize an entity to act on their behalf in exercising the entire Consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.9 Authorized Representatives

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

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC2.9 here of, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Either party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

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2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

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

2.7.4 Extension of Time

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

2.7.5 Payments related to force majeure

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

2.7.6 Consultation

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

2.8 Suspension

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the

nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

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

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through

(c) Of this Clause 2.9.2, terminate this Contract:

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

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 here of, or upon expiration of this Contract pursuant to Clause 2.4 here of, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 here of, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) here of, and (iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 here of, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

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

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THECONSULTANTS

3.1. General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the

Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultants

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions requiring Employer's prior Approval

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

- (a) Appointing such members of the Personnel as are listed in Appendix B;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood
 - (i) That the selection of the Sub-consultant and the terms and conditions of the

subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and

(ii) That the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

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

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

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

3.10 Equipment and Materials furnished by the Employer

Equipment and materials made available to the Consultants by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Employer in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

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

4.3 Approval of Personnel

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

4.4 Working Hours, Overtime, Leave, etc.

Working hours and holidays for Key Professional shall be as per labor laws.

4.5 Removal and/or Replacement of Personnel

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

5. OBLIGATION OF THE EMPLOYER

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the EMPLOYER shall:

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

5.2 Access to Land

The Employer warrants that the Consultants shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

5.3 Change in the Applicable Law

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

5.4 Services, Facilities and Property of the Employer

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

5.5 Payment

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

6. PAYMENT TO THE CONSULTANTS

- 6.1** The payment shall be made as per clause D mentioned in TOR.
- 6.2** The payment shall be made through A/c payee cheque, payable at Patna or through

RTGS/NEFT transfer, in Indian Rupees.

6.3 Mode of Billing and Payment

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

- a) The Employer shall cause to be paid to the Consultants an advance and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Employer of a bank guarantee of any nationalized bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and ii) in such form as the Employer shall have approved in writing.
- b) The Consultant will be paid stage-wise as a percentage of the contract value as detailed in the clause D of Terms of Reference. No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the Employer the work pertaining to the preceding stage.
- c) The Employer shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Employer of bills.
- d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

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7. Responsibility for Accuracy of Project Documents

7.1 General

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

7.2 Retention Money

An amount equivalent to 10% of the contract value shall be retained at the end of the contract in the form of performance BG for accuracy of design and quantities submitted and the same will be released after the completion of assignment.

7.3 Penalty

7.3.1 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due / performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Employer

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

7.4.2 Warning /Debarring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the execution of the assignment involving time and cost overrun and adverse effect on reputation of EMPLOYER, other penal action including debarring for certain period may also be initiated as per policy of EMPLOYER.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Contract

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

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

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be

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settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not

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Section 3: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions

1.6.1 The addresses are:

For the Client:

Chief Executive Officer,

Bihar State Khadi & Village Industries Board (KVIB),
Mahesh Bhawan, East Gandhi Maidan, Patna-800004
Telephone: +91612-2673725; +917079501084
<http://kvibbihar.com>

For the Consultant:

Attention:

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail or courier, on delivery;
- (b) In the case of telegrams, 24 hours following confirmed transmission; and
- (c) In the case of facsimiles, 24 hours following confirmed transmission.

2.2 The time period shall be "One month" or such other time period as the parties may agree in writing.

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APPENDIX- I

FORM OF BANK GUARANTEE

Ref: _____ Bank Guarantee: _____

Date: _____

To,

Chief Executive Officer
Bihar State Khadi & Village Industries Board (KVIB),
Mahesh Bhawan, East Gandhi Maidan, Patna-800004
Telephone: +91612-2673725; +917079501084
Website: <http://kvibbihar.com>

Dear Sir/Madam,

In consideration of "**Bihar State Khadi & Village Industries Board, Patna**" (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for **(name of the project)** _____ (hereinafter called the "Contract") and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. _____ (in words and figures).

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be

relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2010 at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. _____

Dated _____
Strike out whichever is not applicable.

@ The date will be twenty four months after the date of commencement of services. However its validity should be extendable if requested by KVIB

Note1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note2: The Bank Guarantee will be accepted which is issued by State Bank of India or its subsidiaries or any Indian Nationalized Bank

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Section 4: TERMS OF REFERENCE

[As per RFP]

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Section 5: SCHEDULE OF PRICES

[As per RFP]

Section 6: MINUTES OF CONTRACT NEGOTIATIONS

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APPENDICES

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