

REQUEST FOR PROPOSAL (RFP)

**Selection of vendor for conducting survey on socio-economic
impact of liquor prohibition in Bihar**

Tender No: Survey/Excise/2023/01

Dated: 20/09/2023

**Department of Prohibition, Excise and Registration Government of
Bihar**

1 Introduction

- 1.1 The Department of Prohibition, Excise and Registration, Govt. of Bihar invites bids from reputed agencies/survey agencies to assess the socio-economic impact of alcohol prohibition in Bihar.
- 1.2 All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 5,00,000 (Rupees five Lakhs Only) in the form of Bank Guarantee in favor of **Excise Commissioner Cum I.G. Registration, Account Number – 922020004238912, Branch Name – AXIS Bank Limited RajaBazar**, payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
- 1.3 The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Survey/Excise/01, Available for download from 20 September 2023 4:00 PM onwards till 9 October 2023, 4:00 PM
2.	Last date for submission of written queries for clarifications	22 Sep 2023, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	25 Sep 2023, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	27 Sep 2023, 5:00 PM
5.	Last date of submission of bid	9 Oct 2023, 4:00 PM
6.	Opening of Technical Bids	9 Oct 2023, 4:30 PM
7	Opening of Financial Bids	To be intimated
7.	Contact person for queries	Sh. Krishna Paswan Joint Commissioner, Excise email: excise-bih@nic.in

3 Background

The Bihar Assembly unanimously passed the Bihar Excise (Amendment) Bill 2016 to enforce a ban on country-made liquor from April 1, 2016. In Phase 1 of the prohibition, all shops selling country liquor in rural areas were shut down. Phase 2, where alcohol is completely banned in the state, was to be introduced in six months. But after women in the state welcomed the decision, the second phase was implemented before the scheduled time. The Act prohibited the production, sale and consumption of alcohol in the state. This ban was aimed at controlling domestic violence against women and improvement in overall security of women.

4 Scope of work

4.1 The bidder shall be responsible for the following activities:

- a) The bidder shall design appropriate quantitative and qualitative study methods including sample size for each segment and household/respondent selection process, recruitment process for selection of the respondents for FGDs. The study aims to get district level estimates for decentralized district level strategy formulation.
- b) Design the quantitative and qualitative tools and develop the programming for quantitative survey (CS Pro or any other as the agency feels appropriate).
- c) The bidder shall develop survey questionnaire pages for CAPI system for the use of data collection by the investigators. The Agency should capture full audio-recording of the FGDs compulsorily for quality checks. Failure to capture the recording will be seriously viewed and the Department reserves right to cancel the contract.
- d) Recruitment of the interviewers, supervisors for the quantitative portion of the study and moderators/facilitators for the qualitative portion of the study.
- e) Development of training modules and training of the interviewers.
- f) Conducting quantitative and qualitative field works.
- g) Quantitative and Qualitative analysis.
- h) Preparation of the report including 4-5 pages of Executive Summary.
- i) Quality Control: The bidder shall perform thorough / exhaustive quality checks (i.e., Correctness, consistency, data entry / coding etc.) and ensure data quality before submitting to the Department. The Department reserves the right to cross-check the quality and accuracy of data through audio, telephonic and field verification.

4.2 The Department shall provide the required data to bidder. The selected bidder shall suggest the design, sample, and survey formats & procedures etc. as per the standard practices to bring out the socio-economic impact of prohibition in the state.

4.3 It is to be noted that the data collected shall be the property of the Department and the vendor shall under no circumstances reveal or publish or disclose the information / data collected, methodology, findings of the survey etc. to any third party, including the press / media.

4.4 The Department reserves the right to reject partial / whole lot of survey data, in case of any discrepancy. Further, the Department has the right to impose penalty or terminate the contract, depending on seriousness of such occurrences.

5 Project Approach

The overall objective of the study is to estimate the number of people who have stopped consumption of alcohol after the prohibition was imposed and thereby assess the socio-economic impact of alcohol prohibition - both direct and indirect, on individual, family, and community.

The selected research agency is expected to carry out this survey (following mixed method approach – quantitative and qualitative, in all 38 districts of Bihar to provide robust district level estimates. The quantitative data collection will be through CAPI (Computer Assisted Personal Interviewing) and qualitative data collection through Focus Group Discussions (FGDs). Each interviewer will carry a digital tablet where interviews will be carried out. The device would have a pre-loaded interview schedule. Data would be entered directly into the device on an offline mode. At the end of each day, the data is backed up on to a centralized server and where internet connectivity is insufficient, data will be copied in a “scan disk” and then emailed whenever connectivity is established to the central location as proposed by the Department.

The indicative approach is as follows:

Quantitative:

- a) For the household survey, data would be collected from the currently married women through a predesigned questionnaire to find out the impact of alcohol ban on individual in the household and change in the socio-economic conditions, data would be analyzed at two points of time: before ban and after ban of alcohol in Bihar.
- b) For the SHG (Jeevika) women and front-line workers (AWW, ASHA, ANM), interviews would be conducted with the help of a semi-structured questionnaire to capture their experiences/ opinion/ perceptions on the impact of alcohol prohibition at the community and at their own family level.

Qualitative:

Focus Group Discussions (FGDs) with men and women from different sections of the community.

6 Deliverables

All deliverables must get approval from the Department before they are considered final for the payment.

- a) Brief Inception Report which will include the contents as mentioned above.
- b) Final quantitative tools (programmed onto an online platform for data collection) and qualitative tool. Both English and Hindi versions of the tools need to be submitted.
- c) Roster of recruited field team personnel with their qualification, experience and contact details.
- d) Coded and cleaned quantitative data sets in excel/csv and in software used (SPSS/STATA or other) with variable names and labels.
- e) FGD content analysis and audio tapes
- f) Fortnightly brief fieldwork report (maximum 5 pages) indicating progress of data collection and any fieldwork challenges experienced and approaches taken to address the challenges.
- g) Preliminary analysis report (quantitative and qualitative) segregated by district after the fieldwork completion and before submission of the draft report.
- h) FGD reports which summarizes the findings from FGD
- i) Final report with Executive Summary
- j) Dissemination materials (ppt, etc.), Policy Brief

7 Confidentiality

All data and information received for the purpose of this assignment are to be treated confidentially and are only to be used in connection with the execution of this contract. All intellectual property rights arising from the execution of this contract assigned to the vendor. The contents of written materials obtained and used in this assignment may not be disclosed to any third party without written authorization by the client. The

Department shall have the right to claim damages from the vendor to the extent of the loss suffered, on account of the disclosure of confidential information by the vendor.

8 Manpower Requirement and Training

- 8.1 The bidder should deploy minimum number of investigators for each district as prescribed by the Department, time to time.
- 8.2 The fieldwork should be conducted under proper supervision of the vendor ensuring desired quality within stipulated time as per the guidelines provided by the Department, from time to time.
- 8.3 The bidder shall ensure to provide proper training to the investigators along with their supervisor, before each round of survey work, without any cost to the Department. Only those investigators, who have attended the training program and found suitable for the survey work in a specified round would be allowed to do the fieldwork.
- 8.4 An indicative manpower requirement for conduct of survey in its current scope, is given in the below table.

S.No	Name of Position	Educational Qualification (Minimum)	Experience
1	Team Leader / Project-in-Charge (Full-time)	Master's in social work/Economics/Statistics or any relevant field	At least 12 years of experience of handling (conducting and coordinating) large-scale survey as a team leader
2	Trainer cum Field Coordinator of the survey (Full-time)	Master's in social work / Statistics/Management or any relevant field	At least 5 years of experience in training of survey methods with expertise of using IT tools
3	Senior Data Analyst (Full-time)	Master's in computer sciences/Master in Computer Applications and BE/B.Tech (Computer Science)	At least 5 years of experience handling large scale survey data and Working experience of any SPSS / other analytical tools
FIELD TEAM			
4	Supervisors per district (Full-time)	Graduate (Preferably Social work)	Atleast 3 years of experience in handling Large Scale Surveys
5	Enumerator per district	Graduate (Preferably Social work)	Basic computer knowledge. 2 years of experience in conducting surveys

9 Liquidated Damages Clause

The liquidated damage is an estimate of the loss or damage that Department may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.

If the bidder fails to deliver the services within the time period(s) specified in the contract, Department shall without prejudice to its other remedies under the contract, deduct from the contract price, as

liquidated damages, a sum equivalent to the 5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, Department may consider termination of the contract.

10 Payment Terms:

1. No advance payment shall be made for the survey work.
2. The payment terms shall be as below: -

S. No	Particulars	Payment terms
1	Finalising design, inception report and sharing it with the Department for feedback	30% of the project value
2	Completion of field survey and FGDs	20% of the project value
3	Submission of the Draft Report & Presentation	20% of the project value
4	Acceptance of final report	30% of the project value

11 Project Timeline

The estimated duration of the study is 12 weeks (i.e. 3 months) from the date of signing the contract.

Event	1st week	2nd week	3rd week	4-8 weeks	9-10 weeks	11th week	12th week
Duration (weeks)							
Discussion and preparation of tools							
Secondary data analysis for baseline information							
Modification and selection of sample villages, urban areas							
Data collection: Household survey and conducting interviews and FGDs							
Analysis and preparation of tables							
Draft report							
Presentation and final report submission							

Note: The extension in delivery timelines, if any, shall be subject to prior approval from the Department.

12 Information ownership

All information processed, stored, or transmitted by vendor belongs to the Department. The data collected shall be the property of the Department and the vendor shall under no circumstances reveal or disclose the information /data collected/findings of the survey etc. to any third party. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appr

opriately.The selected agency has to ensure that the informationoncustomerdatawillbeprotectedusingappropriatesecuritymeasures.Anylegalissuesduetoleakordisclosureofinformationofthecitizen'sdatawillbeagency'sliabilityandanycostontheissuewillbebornebytheagency.

13 Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.The performance guarantee shall be valid for 90 days beyond the submission of the final Report. If the selected bidder fails to remit the performance guarantee, the EMD shall be forfeited.

14 Indemnification

The Bidder shall indemnify, protect and save Department and hold Department harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and or services provided by the Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.The Bidder shall further indemnify Department against any proven loss or damage to Department's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

15 Termination and Blacklisting

15.1The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

- a) If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b) If the vendor becomes bankrupt, insolvent or goes into compulsory liquidation
- c) If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- d) If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- e) If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f) If the vendor fails to provide Quality services as envisaged under this Agreement.
- g) Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the project.
- h) Failure of the vendor to mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- i) Failure to abide by any lawful directions of the Department.

Note: -Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department. Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

15.2 Penalties:-The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

15.3 Termination Payments: - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

15.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

15.5 Foreclosure with Mutual consent: -

a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.

b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.

c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.

d) Any attempt or endeavor for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.

e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

15.6. Transition and Exit Plan: -

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.

- b) The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

16 Fraud or Corrupt Practices

- a) The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI/WO and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, the Department of Prohibition, Excise and Registration department, Government of Bihar may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, 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 practices. In such an event, the Department of Prohibition, Excise & Registration, Government of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost, and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b) Without prejudice to the rights of the DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority 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 Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by the DEPARTMENT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
 - 1) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
 - 2) “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - 3) “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
 - 4) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department of Prohibition, Excise and Registration, Government of Bihar 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
 - 5) “restrictivepractice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

17. Dispute Resolution

- a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b) All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- d) **Conciliation:** - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
- e) **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna. The Arbitral award shall be final and binding on both the parties.
- f) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

18. Instructions to the Bidders

18.1 General

- 1) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department based on this RFP.
- 2) 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 Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- 3) This RFP supersedes and replaces any previous public documentation & communications, and

Bidders should place no reliance on such communications.

18.2 Compliant Proposals / Completeness of Response

- 1) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- 3) Include all documentation specified in this RFP;
- 4) Follow the format of this RFP and respond to each element in the order as set out in this RFP
- 5) Comply with all requirements as set out within this RFP.

19. Key Requirements of the Bid

19.1 Right to Terminate the Process

- a) The Department may terminate the RFP process at any time and without assigning any reason. The Department 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 the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of the contract.

19.2 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/- and processing fee of Rs. 590 /-. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

19.3 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 5,00,000 (five lakhs only) in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
 - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

19.4 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
 - 1) Technical Proposal and 2) Commercial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) 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.
- d) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the

website.

20 Preparation and Submission of Proposal

20.1 Proposal Preparation Costs

- a) 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 the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

20.2 Language

The Proposal should be filled by the Bidder 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 Proposal, the English translation shall govern.

20.3 Tender Opening

- a) The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Department, 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 should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

20.4 Tender Validity

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

21 Tender Evaluation for responsiveness

1. Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive, if Proposals:
 - Are not submitted in as specified in the RFP document
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP

- With lesser validity period
2. All responsive Bids will be considered for further processing. The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

Proposal Evaluation Criteria:

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a company registered under Indian Companies Act 1956/2013, Limited Liability Partnership (LLP) 2008. Should have been operating for the last 3 years as on 31/03/2023. <i>*Academic institutes of national repute registered under relevant act shall be eligible to participate in the bid.</i>	Certificate of Incorporation/LLP Certificate 2008. GST certificate
2	Turnover	The bidder must have achieved average annual turnover of minimum INR 5 crore or more for the last 3 years as of 31.03.2023.	Audited financial statements/ Certificate from Statutory Auditor confirming the same
3	Net worth	The Agency must have positive net worth as per latest (2020-23) audited accounts.	Audited financial statements
3	Experience	The vendor must have prior experience in successfully completing at least three large scale CAPI based surveys on socio-economic topics during last three years. Experience in conducting fieldwork in Bihar is highly preferred.	Work order/Completion certificate.
4	ISO Certification	The bidder shall provide ISO 9000:2015 certificate	ISO 9000:2015 Certificate
5	Not Blacklisted	The bidder should not be blacklisted by any Central/State Government institutions	Self-declaration

Technical Evaluation Criteria:- Minimum scoring marks is 70 out of 100 marks.

S No	Requirement	Criteria	Marks	Supporting documents
1	Annual Turnover of the firm should be at least 5 crores in each of the last three years ending on 31.03.2023	For annual turnover equals to or more than INR 5 crore and less than or equals INR 10 crore – 10 marks For annual turnover more than INR 10 Crore less than crores – 5 marks	10	Audited balance sheets
2	Experience of at least 2 similar projects undertaken in the last five years for Government of India (State or Central)/PSUs.	For 2 projects completed successfully in the last five years – 20 Marks For 1 project completed successfully in the last five years – 10 Marks	20	Work Order/Completion certificate
3	The vendor should have successfully executed at least 3 large scale surveys in social sector during the last five years prior to submission of bid	For each project the marks would be based on the following: - For project value of more than 1 Cr to 2cr – 25 Marks Or - For project value of more than 2cr- 3cr – 30 Marks Or - For project value of more than 3cr- 35 Marks	35	Documentary proof (copies of contract or work order or completion certificate) with details like no. of household surveys (CAPI based conducted), no. of supervisors/enumerators deployed, sample size etc
4	Presentation	Technical documentation/proposal should contain the following: - a. Preliminary approaches to be	35	Technical

		undertaken for the study (Desk review, initial meetings with the stakeholders) b. Methodological approach (quantitative and qualitative) of the proposed study c. Development of quantitative and qualitative tools, CAPI software development for quantitative data collection in tablet, field/pilot testing of the tools, translation/back translation of the tools d. Selection and retention procedure of the field staff and field team deployment plan e. Training plan of the field team f. Quantitative and Qualitative fieldwork plans g. Mechanism of quantitative data flow from the field to central server h. Mechanism for data quality assurance / monitoring process at the field level i. Core Team for the study with their academic and professional background/experiences j. Detail quantitative analysis plan with proposed list of tables k. Software to be used for quantitative and qualitative analyses l. Ethical consideration m. Detail timeline of the study n. Periodical reporting plan to the client o. Plans for report preparation p. and dissemination to the client q. Support/information required from the client		Documentation
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Presentation by the bidder:-

- The Qualified agencies will be invited to Vikas Bhawan, Secretariat, Patna, Bihar on a specified date to make an exclusive presentation before the Department.
- The presentation should cover the parameters mentioned above and a hard copy of the presentation should be submitted to the Department along with the soft copy in the email id: excise-bih@nic.in
- The objective of the presentation is to evaluate the agency's technical understanding of the household survey; hence, they should not reproduce whatever material given in the tender document in their presentation.
- The presentation should include their approach, project plan along with the profile of the team which would be involved in the survey, if selected.
- The Department, at its discretion, may reject the proposal of the agency without giving any reason, whatsoever.
- Any agency which fails to turn up for making the presentation will be removed from the evaluation process.

3. Financial Bid Evaluation

- The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

22 Penalty

#	Description	Measurement metrics	Penalty
1	Timely delivery- All the milestones defined in the RFP have to be implemented on-time (with no delay).	To be measured (with reference to the approved submission of deliverable and approved timelines), in Number of weeks of delay from the date of submission as defined in the work plan	For every one week or part thereof of delay in submission of deliverable would attract a penalty of 2% of the project value per week beyond the schedule date subject to maximum 10% of the

			contract value.
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23 AwardCriteria

The Contract will be awarded on QCBS method. The technical and financial scores secured by each Bidder will be added using weightage of 75% and 25% respectively to compute a Composite Bid Score. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:- $S_n = 0.75 * T_n + 0.25 * F_n$

*Where, S_n = overall score of Bidder; T_n = Technical score of the Bidder (out of maximum of 100 marks);
 F_n = Normalized financial score of the Bidder

In the event the composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

24 Right to Accept Any Proposal and to Reject Any or AllProposal(s)

The Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, 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 the Department action.

25 Contract Finalization andAward

- a. The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- b. The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

26 Signing ofContract

After the Department notifies the successful bidder that its proposal has been accepted, the Department shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Department and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

27 Failure to Agree with the Terms and Conditions of theRFP

- i) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- ii) In such a case, the Department shall invoke the PBG of the most responsive bidder.

28 Annexure

Annexure I: TECHNICAL BIDTEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical EvaluationCriteria.

Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility

Form 2: Details of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Form 4: Client Details

Form 5: Covering Letter

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal:

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for conducting successful socio-economic survey to assess the impact of prohibition in Bihar as per the terms and conditions of the RFP.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Proprietorship/Partnership/Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the department

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the department (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- 1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Form 4 :Client details

Name of Survey	
Name and Address of the Organisation	
Name, designation and contact details of the supervising officer of the Organisation	
Total survey cost (in lakh)	
Brief description of the survey	
Name of the Agency executed the survey	
Date of commencement of work	
Date of actual completion of work	
Total sample size / No. of responses (approx.)	
Type of respondents (individuals / households)	
Survey conducted in how many states?	
Total no. of Supervisors employed by the Agency	
Delay in project completion by the agency (in days / months / year), if any	

Form 5: Covering Letter

Company letterhead)

[Date]

To,
Secretary,
Prohibition, Excise and Registration Department, Bihar
Vikas Bhawan, Patna-800015

Dear Sir,

Ref: RFP for selection of vendor for conducting survey on socio-economic impact of liquor prohibition in Bihar. Having examined the Request for Proposal (RFP), the receipt of which is hereby duly acknowledged, we, the undersigned, intend to submit a Pre-qualification requirements proposal in response to the Request for Proposal (RFP) for Selection of agencies for conducting survey on socio-economic impact of liquor prohibition in Bihar.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered the Department of Prohibition, Excise and Registration is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for conducting survey on socio-economic impact of alcohol prohibition in Bihar.

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.

Dated:

Authorized Signatory Name:

Name and Address of the Company:

Seal/Stamp of the bidder

ANNEXURE 2:

Form 1: Financial Proposal

S. No	Particulars	Cost (INR)	GST (INR)	Total Cost (INR)
1	Pre-survey Preparations: All the pre-survey preparations are completed and required tools and instruments including questionnaire, sample plan, set of indicators are developed and inception report is finalized.			
2	Field data collection, analysis, and processing: Data collection and data gathering through interviews from the field are completed and data are transferred to the servers. Further, the collected data is analysed and processed, cleaned and tested for the standard errors for weighted estimates produced from micro data.			
3	The final report: Submission of final report.			
	Total cost for conducting survey as mentioned in scope of work for all 38 districts including data analysis and report submission			

Note:

- The bidder shall incorporate all costs including travel, accommodation, and stationery in the above financial proposal. The Department shall not pay any cost over and above those provided in the financial proposal.

Form 2: PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the department (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs.<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.