

**Directorate of Cultural Affair**

**Under**

**Department of Art and Culture  
Government of Bihar**

**Request for Proposal**

**For**

Selection of Manpower Supply Agencies for Providing  
Teachers at Amrapali Training Centre in different districts of  
Bihar

DAC NIT No.: ... 637

Date: 05 / 05 / 2026

Art and Culture Department, Govt. of Bihar  
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### Introduction

1. The issuer of RFP is Department of Art and Culture, Government of Bihar. It will be herein after referred to as the client.
2. The Directorate of Cultural Affair under Department of Art and Culture, Bihar invites bids from manpower supply agencies to providing Teachers for Amrapali Training Centre which will be operated in all the districts of Bihar to empower youth and women in Bihar by providing practical, skill-based vocational training that improve employability, supports self-employment and entrepreneurship.
3. All proposals submitted in response to the RFP document shall be accompanied with an EMD and bid processing charges in the form of online payment through e-proc website. Bids submitted without adequate EMD and bid processing charges will be liable for rejection. E-proc bid charges as per website will be additionally applicable.
4. Bidders who are eligible to be exempted from depositing EMD according to the Bihar-Purchase-Preference-Policy-2024 should submit documentary proof thereof along with technical bid online through e- proc2 portal
5. 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/mentioned in the RFP documents or submission of a proposal not responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

**6. Schedule of Bid Process:**

Sl. No	Information	Details
1.	Download of RFP Document.	From website of Department of Art and Culture (DAC), Bihar <a href="https://state.bihar.gov.in/yac">https://state.bihar.gov.in/yac</a> OR <a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a>
2	Bid Submission Process	Through E-proc website only
3.	Tender start date and time	<u>06/05/2026</u> , 10:00 am
4.	Date of pre-bid meeting	<u>15/05</u> 2026, 03:00 pm at Directorate of Cultural Affairs, 3 <sup>rd</sup> Floor, Vikas Bhawan, New Secretariat, Nehru Path, Bailey Road, Patna, Bihar
5.	Last date for submission of pre- bid written queries for clarifications	<u>15/05/2026</u> , 01:00 pm to Email: <a href="mailto:culturebihar@gmail.com">culturebihar@gmail.com</a>



6.	Last date of submission of bid	29/05/2026, 03:00 PM
7.	Opening of Technical Bids	01/06/2026, 04:00 PM
8.	Opening of Financial Bids	Will be intimated to the successful bidder later
9.	EMD charges	Rs. 14,00,000/- (Fourteen lakh only) through e-proc only
10.	Estimated cost (for 1 year)	Rs. 7, 00, 00, 000/- (Seven Crore Only)
11.	Tender Fee	As per e-proc website norms
12.	Tender processing charges	Rs. 5000/- (Five thousand Only)
13.	E- proc Support Details	<p>Help Desk (eProcurement Support):  Mjunction Services Limited  RJ Complex, 2nd Floor, Canara Bank Campus,  Khajpura, Ashiana Road, P.S. - Shastri Nagar,  Patna – 800014, Bihar  Email: eproc2support@bihar.gov.in  Toll Free: 1800 572 6571  Working Hours: 8:00 AM to 7:00 PM (All days except  Sundays and selected state holidays)</p> <p><b>Bidders may visit the link “Vendor Info” at  <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a></b></p>

## 7. Scope of Work

The Directorate of Cultural Affairs, under the Department of Art and Culture , Government of Bihar, invites proposals from qualified manpower supply agencies for the engagement of trained personnel/teachers for a period of one year. The requirement includes the hiring of 38 Teachers (Classical Vocal Music), 38 Teachers (Tabla/Dholak/Harmonium) and 76 Teachers (Bharatanatyam/Kathak Dance).

The selected agency will play a pivotal role in providing competent and professionally trained personnel/teacher (technical and non-technical) to meet the Directorate’s programmatic and instructional needs. The agency must comply with all applicable government regulations, follow prescribed norms of diversity and reservation, and demonstrate proven expertise in deploying suitable talent for specialized cultural education roles.

This Request for Proposal (RFP) aims to strengthen the effective implementation of cultural training initiatives. Interested agencies are invited to submit comprehensive proposals detailing their experience, operational approach, and capacity to supply the required manpower as specified in this RFP. The exact deployment requirements, qualifications, and

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remuneration structure will be communicated from time to time based on administrative

S.No.	Designation	Number of teachers required	Reservation-wise Distribution (Male / Female)	Tentative Contractual Consolidated Payable / month
1	Teacher-Classical Singing	38	Graduation in classical singing or equivalent Degree from recognized university with 3 years of post-qualified experience in teaching	30,000/-
2	Teacher-Dance-Bharatnatyam/Kathak	76	Graduation in Classical Dance (Bharatnatyam/ Kathak) or equivalent Degree from recognized university and 3 years of post-qualified experience in teaching	30,000/-
3	Teacher Music-Tabla/Dholak/ Harmonium	38	Graduation in Music (Tabla/Dholak/Harmonium) or equivalent Degree from recognized university and 3 years of post-qualified experience in teaching	30,000/-
<b>TOTAL</b>		<b>152</b>	(01) Teacher for Classical Singing, (02) Teachers for Dance Bharatnatyam/ Kathak and (01) Teacher for Music-Tabla/Dholak/Harmonium; together 4 teacher per center in a district	

needs. The numbers, qualifications, and remuneration indicated herein are tentative and subject to revision as per the decisions of the Directorate of Cultural Affairs.

- i) The above requirement of manpower type /category / number of manpower / qualifications / monthly payable is indicative, and the actual category of manpower shall be as per notification of GAD- Sankhya-11/Aa. Nee.-I-05/2027-13876/General Administrative Department; Sankalp dated 03th November, 2017.
- ii) Any manpower to be deployed by the bidder will be screened from the perspective of working knowledge by the client before acceptance.
- iii) The bidder shall be liable to complete all tasks at its own costs related to any kind of pre hiring or post hiring costs, manpower management costs, administration costs, or any other direct or indirect costs related to the manpower hiring, placement, management or any related activities. No costs other than those quoted in the financial bid will be payable to the agency.
- iv) The initial contract shall be up-to March, 2027, which is further extendable depending upon the Government of Bihar order/approval of the scheme. Such extension shall be deemed to be on the same terms and conditions as previously executed. Any changes in terms and condition can be done through mutual understanding basis only.

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v) The credentials of the shortlisted/selected agency can be subject to verification.

vi) **Performance Security:** The selected bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the work order value on or before signing of the contract typically within 15 days from the notification of LOI, unless specified to the contrary. In case of future work orders, 5% of the work order value shall be additionally deposited with the client. The PBG shall be valid for a period of 6 months beyond the contract completion date.

vii) The indicative duties and responsibilities of manpower shall include the duties as specified by the client from time to time.

## **7. Responsibilities of the Agency**

### **A. Recruitment Process**

Recruit for different positions/profiles, as and when required by the client (Job profiles will be long term and short-term engagements, depending on the client requirements):

- (a) Publish the openings for different positions through paper advertisements, online portals/other sources.
- (b) Share the resumes of shortlisted candidates with the client, in line with the TOR requirements of the positions
- (c) Ensure that any candidate terminated by the client in the past should never be considered for employment/ interview in future.
- (d) Schedule interviews of the concerned shortlisted candidates in consultation with the client (with minimum 4 days advance intimation).
- (e) **Conducting Interview:** Interview panel may include representatives from the client and/or members of the selected agency.
- (f) **Reference Check:** Receive the list of recommended candidates from the interview panel, and conduct below verifications of the shortlisted candidates.
  - Verify the genuineness of various documents submitted by the candidates (academic and experience), document verification, degree verification, police verification, mental soundness, physical tests, etc
  - Contact the references provided by the candidate to receive candidate feedback
  - Ensure that no criminal cases is pending against the candidate in any court of law
  - Conduct further due-diligence, through third party, as and when required

- (g) **Intimation of Selection and Joining:** Receive information about final selection and joining approval from the client, and intimate the selected candidates regarding date of joining, and the documents required at the time of joining. (Issue Offer Letter & salary structure to selected candidates)
- (h) **Joining:** Agency to place its one full-time employee with the department at Vikas Bhawan (Nodal) and this Nodal Representative will coordinate between the client and the agency, and undertake Internal Inspection Report (IIR) Management of it's the manpower deployed at the client location or its units. Confirm the list of candidates deployed at the client (these candidates will be referred to as the Deployed Manpower), along with the orientation schedule and date of reporting to the supervisor. (All joining to be conducted only on Monday of the Week. All mandatory documents' availability to be ensured at the time of joining). The Nodal Representative should have minimum educational qualification of graduation.
- (i) **Orientation:** Orient all newly Deployed Manpower about the agency's contractual terms & conditions on the same day of joining, along with leave details, code of conducts, general rules, insurance, Mediclaim details, and take a declaration sign-off from the Deployed Manpower. The agency shall also take a declaration from the deployed manpower that in no case they will claim for any regularization of job with the client neither on their own or through the judicial system and they fully understand that it is a job on the agency's payroll.
- (j) **Short term deployment:** The client shall have the right to seek deployment of manpower on a temporary basis for short-term projects. In such cases the agency shall ensure bills are raised against the remuneration payable on a pro-rata basis for the no. of days the manpower has been deployed. On completion of the deployment period the agency shall ensure the removal of such manpower from the concerned office premises of the client.
- (k) **Reservation:** The agency shall ensure compliance of the reservation roster as shared by the client in the tender document. The agency shall also ensure overall compliance of Bihar reservation rules and roster and the entire liability in this regard shall be that of the agency only Declaration of compliance to the reservation roster shall be submitted by the agency to the client. However, Bihar Reservation of Vacancies in Posts and Services (For Scheduled Castes, Scheduled Tribes and Other Backward Classes) Act, 1991 as amended time to time shall apply for all post.

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## B. Joining Process

- (a) **Offer Letter:** Issue Offer Letter & Salary Structure to the new Deployed Manpower clearly stating the hiring of the deployed manpower on agency payroll, and keep a signed copy of the offer letter in the newly Deployed Manpower personnel file (personnel files of all the manpower to be maintained by the agency).
- (b) **Contract Letter:** Contract to be signed on the same date of joining, and also maintain a signed copy of these documents and code of ethics, declaration against conflict of interest, declaration against no claim for regularization with client, and undertaking of understanding of sexual harassment in the personnel file for records.
- (c) **Identity Card:** I-card to be issued within 7 days of joining & maintain a record of I-card received by the candidate. (ID Prototype to be finalized in consultation with the client).

## C. Employee Management Services

- (a) **Attendance Management:** Share the monthly attendance of all the concerned Deployed Manpower with the client, by 27th day of the month (attendance till 25th day of the month).
- (b) **Revision of Attendance:** In case of any discrepancies identified in the attendance sheet by the client, update the same and share the updated attendance sheet with the client for cross verification by 29th day of the month.
- (c) **Leave Management:** Deployed Manpower to share the leave request to the concerned selected agency, with a marked copy to the designated authorized representative of the client working with the concerned Deployed Manpower. Concerned authorized representative of the client will share his comments/recommendation. The Agency shall consider the comments/recommendation and accordingly take decision over rejection/acceptance of leave request.
- (d) **Salary Preparation and Confirmation:** Compute the salary of all Deployed Manpower on the basis of the final attendance received, upon deduction for any unauthorized absence of the manpower, and share the same with authorized representative of the client by 29th of every

month. Further, transfer the salaries by 5th of the following month.

**D. Transfers and Employee Management**

- (a) **Transfers:** Receive transfer requests from the client, and intimate the candidate within 24 hours of receipt of request from the client. Provide minimum 7 days-time for the manpower to transfer the location.
- (b) **Absence Management:** The client will intimate the agency in case of uninformed absence of deployed manpower for more than 3 days. The Agency shall issue show-cause notice via email and through post, on the 4th day of absence, with 48 hours timeline to respond. In absence of any response, release another show-cause notice with another 48 hours timeline. In case of receipt of satisfactory response, accept the response. In case the response is not satisfactory, release a warning letter, to avoid duplication in future. (Minimum 2 show-cause notices before any stringent action)
- (c) **Behavior & Performance Management:** After preliminary validation of information from the client, issue 1st Show Cause Notice (via e-mail as well as WhatsApp) and give 48 hours to respond. In case of no response to 1st Show Cause Notice, 2nd Show cause notice to be issued with 48 hours of response time. If the response to Show Cause is genuine, accept it. In case the response is not satisfactory, WARNING may be issued to avoid repeat incidence.
- (d) **Termination:** If recommendation received from the client, release termination letter within 24 hours of receipt of recommendation. This shall be related to termination of concerned deployed manpower's placement with the client, and any termination from employability from the Agency shall be at agency's own discretion. However, the terminated manpower shall not be deputed at any of the client's projects, nor should his/her CV be placed again for perusal of deployment.
- (e) **Resignation:** Deployed Manpower to write a resignation request to the Agency. Agency shall forward the request to the client for recommendation/ suggestion, the client recommends action over the resignation, depending on the requirement. The client can enforce a suitable timeline of up to 2 months for knowledge transfer purposes, handover, etc. Agency to confirm resignation approval or reject the resignation.

**E. Online Payroll Portal Management**

- (a) Maintain and update an online portal providing real-time status of all Deployed Manpower, such as list of Deployed Manpower, their location, designation, salaries,

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attendance (with geo location tagging while punching in/out), leave management, etc.

- (b) The agency shall maintain a payroll management system for the hired candidates where they can download their salary slips, EPF/ESIC details, deduction details, etc. The software shall also provide detailed reports for the employees. The generation of statement for monthly payroll shall be done through this software only. The EPF/ESIC challans, TDS Challans, Professional Tax Challans, Other Statutory Deductions Challan shall be paid as per the software reports.
- (c) Provide log-in credentials to the client to access this data on real-time basis.
- (d) Keep the portal updated, up to date, for the client to access real-time statistics for analysis.
- (e) The portal should include complete details of all the Deployed Manpower at different locations, and this data should be regularly updated for real time tracking of all Deployed Manpower.
- (f) Further, the portal should also include the complete detail of past Deployed Manpower (resigned or terminated)

#### **F. Equipment Tracking & Maintenance**

- (a) Agency may receive different equipment or office essentials (Table /chairs/computer/printer/etc) from the client, to be handed over to the Deployed Manpower, as and when required.
- (b) The Agency shall handover the equipment to the concerned Deployed Manpower, and share the receiving with the client, on monthly basis. Upload a copy of the same on the online portal also.
- (c) The Agency shall be liable for tracking and maintenance of these equipment.
- (d) In case of damage/theft/loss of the supplied equipment, the agency shall be liable to get these repaired or replaced with a new equipment of the same brand and model.
- (e) All equipment shall be used only for the purpose of carrying out legitimate business of the client and shall not be put into any other use, personal or otherwise.
- (f) The agency shall ensure the maintenance of office infrastructure as per the maintenance policy required by the client. The agency shall ensure that its deployed manpower shall always use the infrastructure with an element of propriety.
- (g) Agency will be responsible for receiving back the supplied equipment from

Deployed Manpower while resigning or upon termination from placement with the client. The equipment received from such employees should be handed back to the client on as and when receipt basis.

**G. Other Services**

- a) To manage the entire scope of activities involved in HR management of these Deployed Manpower and ensure that they work as per pre-defined jobs description as provided by the client on the basis of Notification of the scheme/rules if any prepared by the client.
- b) To ensure that the persons are punctual and remain alert in performance of their duties. The agency should ensure the continuous supply of alternative personnel in case of abnormal leaves, absenteeism etc.
- c) Managing error free payroll processing of Deployed Manpower deputed with the client, through a fully customized payroll mechanism equipped to handle all complexities of managing staff.
- d) Facilitates interaction with deployed manpower and query handling, and share payroll related MIS with the client through secured mode of information sharing.
- e) Handling all statutory compliance management (Provident Fund, Professional Tax, ESIC, TDS, labour laws, shops and establishment act compliance for companies etc.)
- f) Deploy one full time employee of the agency (Nodal Representative) at the client office in Vikas Bhawan, Patna, for coordination between the client and the Agency. These Nodal Representatives shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The agency shall verify the character before deploying any person at the client office. (The client shall not make any additional payment for these Nodal Representatives)
- g) The agency shall be responsible for any damage to equipment, property and third-party liabilities caused by acts on its part/ on part of its Deployed Manpower deployed with the client.
- h) In case the personnel deployed by agency commits any misconduct or any action against the office discipline, the agency shall be liable to take immediate action against such personnel on the report of the authorized officers of the client in this respect.
- i) In the case of any accident/ injury/ death caused to the Deployed Manpower deputed at the client site, all the claims arising out of it shall be met by the agency/ contractor.
- j) The client stands absolved for any liability on account of death or injury sustained by the concerned Deployed Manpower deputed at the client site, during the

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performance of the office duties and also for any damages or compensation due to any dispute between the agency and its staff. The agency shall be liable to cover the expenses on such accounts at its own cost.

- k) The Deployed Manpower shall be used for providing services/support as per a pre-defined job description specified and shared by the client. In case any deployed manpower is found by the client engaged in any work other than the pre-defined job-profile or found not useful for the project, or resigns or is terminated, the agency shall withdraw him/her from service and arrange for replacement within a period of 4 weeks. The client may interview / screen manpower to be deployed as replacement.
- l) In case of deployment of any manpower, even after due acceptance by the client, the client can ask for replacement of such manpower if the client is not satisfied from the services of the manpower. Such manpower shall be replaced within a period of 4 weeks from the date of intimation.
- m) The selected bidder shall communicate the manpower details like name, residential address, code no, photograph, etc. of the persons deployed at each duty points.

#### **H. Other Liabilities**

- a) The Agency is solely responsible and liable for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, minimum wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed at the client. the client shall have no liability in this regard. The agency shall comply with all representations, grievances of the Deployed Manpower deployed with the client.
- b) The client shall remit the wages of the Manpower to the Agency in consolidated amount (at actuals) on the basis of invoice raised by the agency. A copy of all the reports, statutory challans for amount paid and copy of returns, bank advice for payment of salary, etc shall be submitted along with the monthly invoice.
- c) No other amount on any account will be payable to the agency for the rendering of its services. The amount to be earned out of this assignment shall be limited to the percentage commission paid against the manpower.
- d) For all purposes the selected agency will be the "Employer" within the meaning of different labour legislations in respect of the personnel so employed and engaged by it. The persons deployed by the service provider in the client shall not have any claims whatsoever like employer and employee relationship against the client.
- e) If there is any probability of a person leaving the job, the Agency shall provide the

substitute within the allowed notice period.

- f) In case of any theft or loss of property due to negligence or carelessness of its personnel, agency will be fully responsible and it will have to make good the losses to the client, otherwise the same will be deducted from the security deposit or from the payments.
- g) The Agency shall be responsible to deal with the sexual harassment complaints by forming an Internal Compliance Committee (ICC), with inclusion of a representative from the client.
- h) The agency shall not indulge in arbitrary and adhoc transfer or shifting of any of its employees from his/her designated duties without prior consultation with the authorities of the client.
- i) The selected bidder shall ensure that all the manpower placed with the client is properly insured, both medical and otherwise and no liability towards any claim arises for the Client.

viii) **Dispute Resolution:-**

- The bids and any contract resulting there from shall be governed by and construed according to the applicable laws of Bihar State and Government of India.
- 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 the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the agreement) shall be resolved amicably between client and the agency's representative. 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:
  - i) **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.
  - ii) The dispute shall be first referred to an independent adjudicating authority decided by Client for conciliation who shall conduct conciliation proceedings which will be

held at Patna, Bihar.

iii) **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.

iv) 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.
- Work under the contract shall be continued by the agency during the arbitration proceedings
- unless otherwise directed in writing by client or/and unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

#### 9. **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 LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, Client may reject a bid, withdraw the LOA, blacklist/debar the bidder for a specific period from participating in the tenders of the government of Bihar 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, client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security or such other compensation and damages payable to the client for, inter alia, time, cost and effort of the client, in regard to the RFP, including consideration and evaluation of such bidder's proposal and clients.
- b) Without prejudice to the rights of client under clause above and the rights and remedies which client may have under the LOI or the Agreement or based on this RFP, if a Bidder, is found by client 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 client during a specific period from the date such bidder, is found by client 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.

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- c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
- i) "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;
  - ii) "fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii) "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;
  - iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Client 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
  - v) "restrictive practice" 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

**10. Termination & Blacklisting**

- a) The Client may terminate the Agreement and Blacklist/Debar the agency, in case of occurrence of any of the events specified below. In the event of such an occurrence, the client may give not less than 30 days' written notice of termination to the agency.
  - If the agency is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
  - If the agency becomes insolvent or goes into compulsory liquidation
  - If the agency, in the judgement of Client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
  - If the agency submits to Client a false statement which has material effect on the rights, obligations, or interests of the Client.
  - If the agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
  - If the agency fails to provide Quality services as envisaged under this Agreement.
  - Serious discrepancy and delay in delivery of services or the performance

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levels agreed upon, which might have an impact on the functioning of the Call Centre.

- Failure of the agency mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- Failure to abide by any lawful directions of the Client.

Note:- Blacklisting/Debarment of the agency can be a natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the client provided that before placing the agency in the blacklist, with or without the termination of the contract, the Client shall issue a show cause notice to be responded within 15 days of time to the agency.

b) **Penalties:** - The Client may impose a suitable penalty not exceeding 10% of bill value of the agency of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the agency. This penalty shall be separate from any deduction made on account of non-payables on account of incomplete services delivery.

c) **Termination Payments:** - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, the client may encash the performance security/bank guarantee etc.

d) **Foreclosure with Mutual consent:** -

- a) Without prejudices to any provisions of this agreement, Client and the agency 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) 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.
- d) For the avoidance of doubt, it is clarified that such foreclosure will be without

prejudice to the Agency and shall not affect the Agency in any way if it wishes to bid in future projects of the Client.

**e) Transition and Exit Plan:**

The agency shall ensure that the transition is smooth in case the contract is complete, terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Client 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 agency and the Client when the situation occurs. Agency shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

**11. Payment Terms:**

- a) Payment to the firm/agency shall be made on monthly basis at the agreed rates after deducting necessary deductibles, penalties, etc (if any). All the teachers deployed in district by the bidder agency shall be at the payroll of the selected agency and monthly payments to such manpower shall be done by the selected agency through NEFT/RTGS/direct to the beneficiaries account.
- b) The Monthly Invoice to be submitted by the selected agency needs to provide as supporting all the necessary software generated reports, payroll advice, EPF/ESIC challans, TDS challans, etc.

**12. Timelines:**

The bidder shall deploy staffs at the Client's Units within 4 weeks from the issue of work order or any letter issued afterwards, unless specified otherwise.

**13. Penalty:**

Sl. No.	Particulars	Condition / Timeline	Penalty
1	Absence of manpower during working hours	During duty hours	Penalty @ 1% of monthly cost per event till resumption of services (not applicable for approved leave/holidays; over and above salary deduction)
2	Major / emergent complaints	To be attended within 24 hours from intimation	Penalty @ 2% per day of monthly cost till resolution
3	Routine / non-	To be attended	Penalty @ 1% per day of monthly

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	emergent complaints	within 48 hours from intimation	cost till resolution
4	Other penalties	As applicable	As deemed fit by the authority

**14. Instruction to the bidders:**

**i). General**

- 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 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 client on the basis of this RFP.
- b) 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 Client. Any notification of preferred bidder status by the Client shall not give rise to any enforceable rights by the Bidder. The Client may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Client.

**ii) Compliant Proposals/Completeness of Response**

- a) 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.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - Include all documentation specified in this RFP,
  - Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - Comply with all requirements as set out within this RFP

**15. Key Requirements of the Bid:**

**i) Right to Terminate the Process**

- a) The Client may terminate the RFP process at any time and without assigning any reason. The Client 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 Client. The bidder's participation in this

process may result the Client selecting the bidder to engage towards execution of the contract.

**ii) RFP Document Fees**

RFP document can be downloaded from the website of the department and from E-Proc Website. A document fee (Non-Refundable) for Rs. 5,000/- shall be paid online through E-Proc website. Proposals received without or with inadequate RFP Document fees shall be rejected.

**iii) Earnest Money Deposit (EMD)**

- a) Bidders shall submit, along with their Bids, an EMD of INR 14,00,000 only through E-Proc website only.
- b) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- c) The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
  - If the bidder does not provide required performance guarantee

**iv) Submission of Proposals**

- a) The bidders shall submit their responses as per the format given in this RFP in the following manner
  - o Technical Proposal
  - o Financial Proposal
- b) Please note that prices should not be indicated in the Technical Proposal but should only be indicated in the Financial 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 financial and technical bids shall be submitted separately online at respective places on E-Proc Website. Please note that, financial quote shall not be included anywhere on technical upload or terms and condition acceptance related places. Financial quote shall only be uploaded on the relevant financial quote upload option.
- e) The bids shall online on E-Proc website.

**v) Preparation and Submission of Proposal**

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**a) Proposal Preparation Costs**

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

**b) 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.

**c) Tender Opening**

- 1) The proposals submitted up to due date and time, will be opened at a date to be notified by a committee authorized by the client, in the presence of such of those bidders or their representatives who may be present at the time of opening
- 2) 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 confides for attending the opening of the proposal.

**d) Tender Validity**

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

**e) 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:
  - i. Are not submitted in the formats specified in the RFP Document.
  - ii. Are found with suppression of details

- III. With incomplete information, subjective, conditional offers and partial offers submitted
  - IV. Submitted without the documents required as per the checklist
  - V. Have non-compliance of any of the clauses stipulated in the RFP
  - VI. With lesser validity period
- 2) All responsive Bids will be considered for further processing. The client 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.

**16 Criteria for Evaluation**

- **Technical evaluation:** The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected in case it does not meet the Eligibility criteria.
- Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been blacklisted by a central or any state government or has indulged in any malpractice/unethical practice and has not honored contractual obligation elsewhere.
- After the technical evaluation is completed and approved, Client will inform the Bidders who have submitted proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. Client will simultaneously notify in writing to the bidders that have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.
- Please note that no conditional bid will be entertained.

**i) Pre-Qualification Eligibility Criteria**

Sl. No.	Particulars	Requirement / विवरण	Means of Verification (Documents Required)
1	Legal Status of Agency	Registered entity (Society/Trust/Proprietorship/ Partnership/LLP/Company) with minimum 3 years existence and manpower supply in object clause	Certificate of Incorporation/Registration, MoA/Trust Deed/Partnership Deed, Udyog Aadhaar (if applicable)

2	Work Experience	<p>The bidder should have implementation/consultancy experience of professional manpower supply with respect to State/Central Government programs/schemes in the Government sector during the last five years, as per the following:</p> <p>One completed project costing not less than <b>80% of the total estimated cost</b></p> <p><b>or</b></p> <p>Two completed projects, each costing not less than <b>60% of the total estimated cost</b></p> <p><b>or</b></p> <p>Three completed projects, each costing not less than <b>40% of the total estimated</b></p>	Work Orders, Completion Certificates, Client Certificates
3	Labour License	Valid Labour License under Contract Labour Regulation & Abolition Act, 1970	Copy of valid Labour License/previous work license / Registration Certificate under CLRA Act
4	GST Registration	Registered under GST Act	GST Registration Certificate
5	Statutory Compliance	Registration under EPF and ESI Acts	EPF Registration Certificate, ESI Registration Certificate
6	PAN	Valid PAN	Copy of PAN Card
7	Financial Capacity	Average annual turnover $\geq$ ₹7.00 crore (FY 2022-23, 2023-24, 2024-25)	CA Certificate for Average Turnover with Audited Balance Sheets with UDIN, Profit & Loss Statements
8	Blacklisting	Not blacklisted by any Govt. Department	Self-declaration on affidavit
9	Infrastructure Capacity	Adequate infrastructure for recruitment/training	Self-declaration, photographs, details of facilities
10	Local Office Requirement	Office in Bihar with minimum 15 employees or to be established within 15 days	Address proof (Rent Agreement/Ownership Document), Employee List, Undertaking (if to be established)

## ii) General Evaluation Elaboration

An evaluation committee so constituted by the Client will evaluate the bids as per the

*(Handwritten signature)*

following pattern:

- a) Conditional bids shall be summarily rejected.
- b) Bids not in compliance with this RFP process will be rejected.
- c) The tenderer is expected to submit all documents for evaluation, in case document is not provided or an invalid document is provided, then the same parameter shall not be considered for marking for the specific bidder. It is the Bidder's responsibility that all documents pertaining to every required parameter needs to be submitted and tagged/referenced to the evaluation parameter.
- d) The tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- e) Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/implementation of the project including management period.

### iii) Commercial Bid Evaluation

- a) The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives (if they opt to be present and arrive timely on the required place).
- b) Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies (other than GST) and shall be in percentage terms only. d. Any conditional bid would be rejected.
- d) **Errors & Rectification:** Arithmetical errors will be rectified on the following basis. "If there is a discrepancy between words and figures, the amount in words will prevail".
- e) If there is no price quoted or lower or higher rate quoted that the specified limit, the bid shall be declared as disqualified.

### iv) Award Criteria

The Contract shall be awarded on basis of Lowest cost method. The contract shall be awarded to the qualified responsive tenderer who have quoted lowest rate and agreed upon terms and condition set in tender document. Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer. In case of Same Lowest Financial Quotation of multiple bidders, L.1 will be decided on the basis of lottery draw system.

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**V) Right to Accept Any Proposal and to Reject Any or All Proposal(s)**

The Client 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 Client action.

**vi) Contract Finalization and Award**

- a) The Client 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) **Performance Security:** The selected bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the work order value on or before signing of the contract typically within 15 days from the notification of LOI, unless specified to the contrary. In case of future work orders, 5% of the work order value shall be additionally deposited with the client. The PBG shall be valid for a period of 6 months beyond the contract completion date.

**vii) Signing of Contract**

After the Client notifies the successful bidder that its proposal has been accepted, the Client will enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Client and the successful bidder.

**viii) Failure to Agree with the Terms and Conditions of the RFP**

- 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 Client may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- In such a case, the Client shall invoke the PBG of the most responsive bidder

**17. Annexure**

**I. Forms to be used in Technical Proposal:**

- a) Form 1: Letter for Proposal Submission
- b) Form 2: Particulars of the Bidder

- c) Form 2A: List of Office Staffs at Bihar Office
- d) Form 3: CA Certificate for Turnover
- e) Form 4. Experience in Similar Projects
- f) Form 5: Self-Declaration About Non-Black-Listing

**II. Forms to be used in Financial Proposal**

- a) Form FIN 1: Financial Proposal Submission Form
- b) Form FIN 2: Financial Proposal

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**Form 1: Letter of Proposal Submission**

Ref.No.:

Date:

To:

The Secretary  
Art and Culture Department, GoB  
Vikas Bhawan, New Secretariat  
Patna – 800 014, Bihar, India

Dear Sir/Mam,

We the undersigned, offer to provide the services for [insert title of assignment] in accordance with your request for proposal dated [insert date]. We are hereby submitting our proposal, which includes this technical proposal and a financial proposal and requisite bid security and bid document fees.

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

We fully understand and agree to comply that on verification if any of the information provided here is found to be misleading the selection process. We are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

It negotiations are held during the period of validity of the proposal, we undertake to negotiate. Our proposal is binding upon us and subject to modifications resulting from contract negotiations.

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

Yours Sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Time :

Seal :

Business Address :




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**Form 2: Particulars of the Bidder**

Sr. No.	Particulars	Supporting Documents	Page No.	Details / Attached (Yes/No)
1	Name of Bidding Agency	—		
2	Year of Incorporation	Certificate of Incorporation/Registration		
3	Type of Entity (Proprietorship/Partnership/LLP/Public Ltd/Pvt. Ltd)	Registration Certificate		
4	Name of Partners/Directors of Agency	Relevant Documents		
5	Registered Address of the Agency	Registration Certificate, MoA/Trust Deed/Partnership Deed		
6	(For Proprietorship) Shops & Establishment Certificate with Udyog Aadhaar (showing object of firm)	Relevant Certificates		
7	Proof of Office Address (Ownership/Rent Agreement)	Address Proof Document		
8	Bihar Office Address	Address Proof		
9	List of Office Staff at Bihar Office	Staff List (Form 2A)		
10	Office E-Mail Address and Phone Number	—		
11	Labor License	Attach a valid Labor License copy		
12	EPF & ESI Registration Number	EPF & ESI Certificates		
13	Valid GST Number	GST Registration Certificate		
14	Permanent Account Number (PAN)	PAN Card Copy		
15	Name & Designation of Contact Person for Tender	—		
16	Contact Person E-Mail & Phone Number	—		
17	Number of Manpower (Non-Security, Non-Housekeeping) on Rolls	Supporting Documents (Form 3)		
18	Whether Debarred/Blacklisted by any Govt. Department/PSU	Self-Declaration (Form 5)		
19	Total Number of Successfully Completed Similar Assignments	Work Details (Form 4)		

Yours Sincerely,  
(Signature of the Authorized Signatory of the Bidding Organization)

Name:  
Designation:  
Date:  
Seal:  
Business Address:



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**Form 2A: List of Office Staffs at Bihar Office**

Sr. No.	Name	Designation	Working in Office Since
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Yours Sincerely,  
(Signature of the Authorized Signatory of the Bidding Organization)

Name:

Designation:

Date:

Seal:

Business Address:



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**Form 3: CA Certificate for Turnover**

TO WHOMSOEVER IT MAY CONCERN

We, M/s \_\_\_\_\_ (Auditor Firm Name), are the Statutory Auditors of M/s \_\_\_\_\_ (Agency Name). Based on the review of the audited financial statements, we hereby certify that the turnover related to manpower supply (other than security and housekeeping) is as follows:

Turnover Details

Sl. No.	Financial Year	Total Turnover as per Audited Financial Statements (₹ in Lakhs)	Relevant Turnover (₹ in Lakhs)
1	2024-2025		
2	2023-2024		
3	2022-2023		
Total Turnover (3 Years)			
Average Annual Turnover (3 Years)			

Manpower Details (as per EPF Records)

We further certify that the total number of manpower working with the company as per latest EPF filings is \_\_\_\_\_. The category-wise breakup is as follows:

Category	Number of Manpower
Security Manpower	
Housekeeping Manpower	
Other Manpower	
Total	

Net Worth

The Net Worth of the Company as on 31st March 2026 is ₹ \_\_\_\_\_.

Certification

For,

\_\_\_\_\_  
(Firm Name)  
Chartered Accountants

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

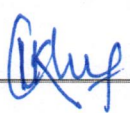
Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Membership No.: \_\_\_\_\_

FRN: \_\_\_\_\_

UDIN: \_\_\_\_\_



**Form 4: Experience in Similar Projects of Manpower Supply**

*(Other than Security/Housekeeping)*

Sl. No.	Particulars	Details
1	Assignment Name	
2	Country	
3	Name of Client	
4	Client Address	
5	Start Date (Month/Year)	
6	Completion Date (Month/Year)	
7	Duration of Assignment (Months)	
8	Total Assignment Value (INR)	
9	Total Fees Received (INR)	
10	Narrative Description of the Project	
11	Description of Actual Services Provided by the Agency	

**Note:**

Please attach copy of Work Order and Client Certificate/Completion Certificate as proof for each assignment. Use a separate sheet for each assignment.

Yours Sincerely,  
(Signature of the Authorized Signatory of the Bidding Organization)

Name:

Designation:

Date:

Seal:

Business Address:



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**Form 3: SELF-DECLARATION ABOUT NON-BLACK-LISTING**

**SELF-DECLARATION ABOUT NON-BLACKLISTING**

(On the Letterhead of the Bidder and to be submitted)

Date : \_\_\_\_\_

To,

The Secretary  
Art and Culture Department, GoB  
Vikas Bhawan, New Secretariat  
Patna - 800 014, Bihar, India

**Subject:** E-Tender for "Request for Proposal For Selection of Manpower Supply Agencies for Providing Teachers at Amrapali Training Centre in different district of Bihar" Tender Notice No.: .....Tender No: .....

Sir/Madam,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Directorate of Cultural Affair/department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Directorate of Cultural Affair/department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours Sincerely,  
(Signature of the Authorized Signatory of the Bidding Organization)

Name:  
Designation:  
Date:  
Seal:  
Business Address:



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**Form FIN 1: Financial Proposal Submission Form (On the Letterhead of the Bidder)**

Date:

To,  
The Secretary  
Art and Culture Department, GoB  
Vikas Bhawan, New Secretariat  
Patna – 800 014, Bihar, India

Dear Sir/Mam,

We the undersigned offer to provide the assignment for the [insert title of the assignment] in accordance with your request for proposal, dated [insert date] and our technical proposal. Our attached financial Proposal is [Insert value in percentage value of total monthly remuneration]. Financial bid price is exclusive of GST only. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial to pursue share result in rejection of our financial proposal

Our financial proposal shall we binding upon us, subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., 180 days.

We understand that you are not bound to accept any proposal you receive.

Yours Sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name

Designation

Date

Seal

Business Address



**Form FIN 2: Financial Proposal**

Sl. No.	Item	Service charges (%) (in numbers) (In terms of percentage figure of actual monthly remuneration to the manpower as service charges 3.85% to 7)
1	Service charges (Excluding GST) This shall include any and all cost to be payable to agency by the client on any account)	
	Service Charges( in words)	

Note: Financial Bid (Service Charges)

1. Service Charges (%) [In Numbers]:  
The bidder shall quote service charges in percentage (%) only of the actual monthly remuneration payable to manpower. (Permissible range: 3.85% to 7%, GST extra, as per Government of Bihar notification).
2. The Financial Bid shall be uploaded in Excel format only on the e-Procurement portal.
3. The quoted service charges:
  - o Shall not be less than 3.85% and not more than 7%.
  - o Shall be exclusive of GST, which will be paid extra as applicable.
4. The Financial Proposal shall include all costs associated with the scope of work. No payment other than the quoted service charge (%) shall be made by the Client.
5. Rates shall not be quoted in rupees, and must be in percentage only.
6. The percentage shall be quoted up to two decimal places only.  
(Example: 4.25% is valid; improper formats shall be rejected).
7. The agency shall ensure that manpower is paid as per remuneration fixed by the Client and submit valid proof of payment along with invoices.
8. In case it is found that remuneration paid is less than the prescribed amount, the contract shall be liable for termination.
9. The bidder shall quote service charges after considering all administrative, operational, and statutory costs.
10. Selection Criteria: Selection shall be made among technically qualified bidders on L1 (Lowest Cost) basis .In case of a tie in L1, the bidder shall be selected through lottery draw system.

Yours Sincerely,

(Signature of the Authorized Signatory of the Bidding Organization)

Name:  
Designation:  
Date:  
Seal:  
Business Address: