REQUEST FOR PROPOSAL (RFP)

For
Selection of Agency for providingArchivist

Tender No:Manpower/Excise/2023/02
Dated: 18/07/2023

Prohibition, Excise and Registration Department
Bihar

Introduction

1. Prohibition, Excise and Registration Department invites bids from experienced agencies for providingArchivist to the Department of Prohibition, Excise and Registration, Bihar.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 1,00,000 (Rupees One Lakh Only) in the form of Bank Guarantee in favor of the Excise Commissioner Cum I.G. Registration, Account Number – 922020004238912, Branch Name – AXIS Bank Limited Raja Bazar, payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, 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	Manpower/Excise/2023/02, available for download from 18July 2023, 5:00 PM onwards till 18 August 2023, 4:00 PM
2.	Last date for submission of written queries for clarifications	25 July 2023, 5:00 pm Email:excise-bih@nic.in
3.	Date of pre-bid conference	26 July2023, 4:30 pm at Meeting Room, Prohibition, Excise Registration Department
4.	Release of response to clarifications	28July2023, 5:00 PM
5.	Last date of submission of bid	18August 2023, 4:00 PM
6.	Opening of Technical Bids	18 August2023, 4:30 PM
7	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Deputy Secretary, Prohibition, Excise and Registration Department, Government of Bihar E-mail: excise-bih@nic.in

3 Scope of Work

1 The selected agency shall provide resources as per the below details:

S.No.	Designation	Number	Experience	Age limit
1	Archivist (Registration)	2	Must have retired from the post of Archivist	64

Note:

- The above requirement is indicative, and the actual number may change with time based on the requirement of the Department.

2 The resources to be provided shall be the employees of the Agency and the list of such resources going to be deployed shall be made available to the Departmentor its nominated agencywithin four weeks from the award of contract.

3 The resources shall perform the tasks as assigned to them by theDepartment or its nominated agency from time to time.

4 The Selected Agency shall furnish the following documents in respect of the individual to be deployedbefore the commencement of work.

a. List of persons deployed

b. Biodata of the person

c. Attested copy of the certificates and documents showing age, educational qualifications and experience

d. Character certificate from two Group "A"/ Class-I officers of the Central/State Government.

e. Certificate of verification of antecedents of persons by local Police authority.

f. Identity Cards bearing photograph

g. Aadhar number of the persons deployed (copy of the Aadhar Card maybe provided).

5 All statutory liabilities will be paid by the Agency such as ESI, PF, Workmen's Compensation Act, etc. The calculation of ESI and EPF for the personnel deployed shall be governed by the EPF Act and ESI Act respectively i.e. the ESI and EPF for the wages of personnel deployed by the bidders shall be calculated on the basic wage which shall in no case be lesser than the minimum wage as notified by the Government from time to time.

6 The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time about the personnel

engaged by the Agency for the Department or its nominated agency.

7 The Department or its nominated agency shall have the right, within reason, to have the resources removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation to The Department or its nominated agency.

8 The Agency will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.

9 The Agency shall ensure that its personnel shall not at any time, without the consent of the Department or its nominated agency in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by the Department or its nominated agencyand shall not disclose any information about the affairs of the Group Centers. This clause does not apply to the information, which becomes public knowledge.

10 The Department or its nominated agencyshall not be under any obligation for providing employment to any of the worker of the Agency after the expiry of the contract. The Department or its nominated agencydoes not recognize any employee employer relationship with any of the workers of the Agency.

11 The contract period is for twelve months from the date of the commencement which may be extended further subject to satisfactory performance of the contract on mutual consent of both the parties.

12 During the course of contract, if any Agency's personnel is found to be indulging in any corrupt practices causing any loss of revenue to the Department or its nominated agency,shall be entitled to terminate the contract forthwith duly forfeiting the Agency's Performance Guarantee.

13 Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.

14 The place of jurisdiction shall be Patna, Bihar for handing any disputes arising out of this contract/agreement.

15 The bidder shall be entirely responsible for redressing grievances or resolution of disputes relating to the personnel deployed.

16 All liabilities arising out of accident or death of the personnel employed while on duty shall be borne by the Agency.

17 The successful bidder shall be required to submit Performance Bank Guarantee (PG)equivalent to 5% of the overall contract value.

4. Payment Terms

a) The Department or its nominated agencywill make the consolidated payment for each person engaged by the agency against the bill raised by the agency every month.

b) The agency shall submit original invoice along with necessary supporting documents such as attendance sheet, wage sheet, PF/GST paid receipt etc.

5. Timelines:

The bidder shall deploy staffs within 2 weeks from the issue of work order/purchase order.

6. Penalty

Particulars	**Penalty**
Unavailability of staff :- In the event of contract personnel being onleave/absent, the contractor shall ensure suitablealternative arrangement to make up for such absence.	Failure to provide alternative staff immediately shall attract penalty @1% of monthly cost per day per person who is found missing/absent from the duty till the staff is available.

7. 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 while execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between the Department or its nominated agency 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) "Any dispute or difference 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 settled by 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."

e) The dispute shall be referred to the Development Commissioner who shall conduct Arbitration

proceedings which will be held at Patna, Bihar. Any legal dispute will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.

f) The award shall be final and binding on both the parties.

g) 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. Same as those which are otherwise explicitly provided in the contract, no payment due, or payable by the Department or its nominated agency, 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.

8. 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 or its nominated agency 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 its nominated agency 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 or its nominated agency 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 or its nominated agency under Clause above and the rights and remedies which the Department or its nominated agency 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/WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department or its nominated agency during a period of 1(one)year from the date such Bidder, is found by the Department or its nominated agency 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:

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 Department of Excise and Prohibition, 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

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.

9 Termination and Blacklisting

9.1 Termination:

The Department or its nominated agency may debar, blacklist, or terminate this Agreement,as the case may be, in case of occurrence of any of the events specified in paragraphs (a) to (c) of this clause. 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 insolvent, bankrupt or goes into compulsory liquidation

c) If the vendor, in the judgement of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

d) If the vendor submits to the Departmenta false statement which has material effect on the rights, obligations, or interests of the 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 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 Mess services.
h) Failure of the vendor 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 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.

9.2 Penalties: - The Departmentmay 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 the Departmentshall issue a notice given 15 days of time to the vendor before imposing such penalty.

9.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, the Departmentmay encash and appropriate the performance security/bank guarantee etc. The Departmentmay clear outstanding dues 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.

9.4 Blacklisting without termination: - The Departmentmay blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement

9.5 Foreclosure with Mutual consent: -

1. Without prejudices to any provisions of this agreement, the Departmentand 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.
2. 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.
3. 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.
4. Any attempt or endeavour 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 form discharging their contractual obligations under this Agreement.
5. 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.

9.6Survival:- Notwithstanding anything to the contrary contained in this Agreement any termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

10. Instructions to theBidders

10.1 General

I. 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 thisRFP.All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department or its nominated agencyon the basis of this RFP.

II. 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 or its nominated agency. Any notification of preferred bidder status by the Department or its nominated agencyshall not give rise to any enforceable rights by the Bidder. The Department or its nominated agency may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Departmentor its nominated agency.

III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on suchcommunications.

10.2 Compliant Proposals / Completeness ofResponse

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 itsimplications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Biddersmust:
3. Include all documentation specified in thisRFP;
4. Follow the format of this RFP and respond to each element in the order as set out in thisRFP
5. Comply with all requirements as set out within thisRFP.

11. Key Requirements of theBid

11.1 Right to Terminate theProcess

a) The Department or its nominated agencymay terminate the RFP process at any time and without assigning any reason. The Department or its nominated agency 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 or its nominated agency. The bidder's participation in this process may result the Department or its nominated agencyselecting the bidder to engage towards execution of thecontract.

11.2 RFP DocumentFees

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.

11.3Earnest Money Deposit(EMD)

1. Bidders shall submit, along with their Bids, EMD of INR1,00,000 (One lakh only) in the form of Bank Guarantee issued by anyScheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarilyrejected.
3. Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
4. The EMD may beforfeited:
    a) If a bidder withdraws its bid during the period of bidvalidity.
    b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with thisRFP.

11.4 Submission ofProposals

a) The bidders should submit their responses as per the format given in this RFP in the following manner
    1. Technical Proposal
    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.bihr.gov.in** as per the instructions available on the website

12. Preparation and Submission ofProposal

12.1 Proposal PreparationCosts

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 or its nominated agencyto facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bidprocess.
b) The Department or its nominated agencywill in no case be responsible or liable for those costs, regardless of the conduct or outcome of the biddingprocess.

12.2Language

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 shallgovern.

12.3 Tender Opening

I. 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 or its nominated agency, in the presence of such of those Bidders or their representatives who may be present at the time ofopening.

II. 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 theproposal.

12.4 Tender Validity

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

12.5 Tender Evaluation forresponsiveness

I. Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive, if proposals:
   A. Are not submitted in as specified in the RFPdocument
   B. Are found with suppression ofdetails
   C. With incomplete information, subjective, conditional offers and partial offerssubmitted
   D. Submitted without the documents requested in thechecklist
   E. Have non-compliance of any of the clauses stipulated in theRFP
   F. With lesser validityperiod

II. All responsive Bids will be considered for further processing.the Department or its nominated agencywill 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 thisregard.

13Criteria forEvaluation

a) 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.

b) 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 obligationelsewhere.

c) After the technical evaluation is completed and approved, the Department or its nominated agencyshall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notifythoseBidderswhoseProposalsdidnotmeettheminimumtechnicalcriterionorwereconsiderednon-responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. The Department or its nominated agencyshall 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.

d) Please note that no conditional bid will be entertained.

13.1 Eligibility Criteria

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a sole proprietor, partnership firm or a company registered under Indian Companies Act 1956/LLP Act 2008 and should have been operating for the last 5 years in India.	Certificate of Incorporation Proprietorship Certificate Partnership Deed
2	Sub-Contract/Consortiums	Any form of JV consortiums/ Subcontracting is not allowed.	Self-Declaration from the bidder
3	GST certificate	The bidder should be GST registered	GST Registration certificate
4	Turnover	Bidder's average annual turnover of last three financial years as of 31stMarch 2022 must not be less than INR 5 crore.	Last three years audited financial statements. Bidder must also submit CA certificate certifying turnover for last three years.
5	Experience	The bidder must have minimum 3 years of experience in providing similar resources to Govt organizations, PSUs, or large corporate offices	Work Order/ Completion Certificate
6	Manpower	The bidder should have minimum 50 manpower on the bidder's payroll.	Latest challan of EPF and ESIC should be enclosed.

S No	Requirement	Criteria	Documents Required
7	Not Blacklisted	The agency should not be blacklisted by any Department of the state government or Govt of India	Self-Declaration
8	Functional Branch Office	The bidder should have a functional Branch office in Patna or at any other location in Bihar.	Copy of rent agreement/ownership paper and registration under Bihar Shops and Establishment act 1953 has to be enclosed.

NOTE: In line with the office memorandum issued by the Ministry of Finance, GoI, dated 27 July 2017, the criteria related to turnover and experience of the 'Eligibility Criteria' shall be relaxed. The bidder shall be required to submit relevant document for start-up or micro or small enterprise during technical bid submission.

13.2 General EvaluationElaboration

An evaluation committeeso constituted by the Department, or its nominated agencywill evaluate the bids as per the following pattern:

1 Conditional bids shall be summarilyrejected.

2 Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally inorder.

3 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 the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

4 TheTenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, 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 parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluationparameter.

5 The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical orotherwise.

6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including managementperiod.

13.3 Technical BidEvaluation

1) As part of the Technical Evaluation, in the first step, the Technical Bids will be examined to ascertain responsiveness of the Technical bids with the General Terms and Conditions of the Contract and Technical Requirements & Scope of Work as defined in the RFP.

2) In the second step, the Technical Evaluation of the responses of the Bidders will be evaluated, based on Technical criteria set in this Bid Document.

3) The Technical evaluation shallinvolve**:**

a) Document-based evaluation of the TechnicalBids

b) Technical discussions with the key personnel proposed for the Project in the TechnicalBid

4) The Purchaser will open the Commercial Bids of only Technically Qualified Bidders (TQB), in the presence of the representatives of the Technically Qualified Bidders who choose to attend, at the time, date and place, as decided by the Purchaser.

13.4Commercial BidEvaluation

a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidderrepresentatives.

b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will beconsidered.

c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentionedseparately.

d) Any conditional bid would berejected.

e) 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, theunitprice shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

f) If there is no price quoted for certain material or service, the bid shall be declared asdisqualified.

g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

13.5Award Criteria

The Contract shall be awarded to the bidder who fulfills the eligibility criteria and has quoted lowest amount in the financial proposal.

13.6Right to Accept Any Proposal and to Reject Any or AllProposal(s)

The Department or its nominated agencyreserves 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 or its nominated agencyaction.

a.7 **Contract Finalization andAward**

a) The Department or its nominated agencyshall 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 or its nominated agencymay 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 financialproposal.

13.8Signing ofContract

After the Department or its nominated agencynotifies the successful bidder that its proposal has been accepted, the Department or its nominated agencyshall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Department or its nominated agencyand the successful bidder.

13.9Failure 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 or its nominated agencymay award the contract to the next best value bidder or call for new proposals from the interestedbidders.

ii) In such a case, the Department or its nominated agencyshall invoke the PBG of the most responsivebidder

14. 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.

Technical Proposal shall comprise of following forms:
Forms to be used in Technical Proposal:
Form 1: Undertaking on Total Responsibility
Form 2: Particulars of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4: Self Declaration on Blacklisting

Annexure II: CLIENT DETAILS

Annexure III: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal
Form 1: Financial Proposal
Form 2: Performance Bank Guarantee

Annexure I: TECHNICAL BID TEMPLATES

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 providing Archivistto the Prohibition, Excise and Registration Department, as per the requirements 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 (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 Prohibition, Excise and Registration Department.

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto Prohibition, Excise and Registration Departmentor its nominated agency(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: NON-BLACK-LISTING FORM

SELF-DECLARATION ABOUT NON BLACK-LISTING

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date : _____

To,

Shri Shailendra Nath
Deputy Secretary, Excise
Patna, Bihar

Subject: E-Tender for 'for Selection of Agency to Provide Archivist to the Prohibition, Excise and Registration Departmentor its nominated agency", Tender No: Manpower/Excise/2023/01

Sir,

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. 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. 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 faithfully,
(Name & signature with stamp of the bidder)

ANNEXURE II

DETAILS OF PRESENT AND PAST CLIENT

Please attach client certificates on their letterhead a period of the contract awarded,

Name & Address of Client (s) (Do not use abbreviations)	**Period (From – To) (DD/MM/YYYY**	**Remarks (if any)**

Signature: ----------

Name:----------

Seal of contracting agency/firm/company

ANNEXURE III

Form 1: Financial Proposal

S.No	Item	Service Charges (to be mentioned in percentage) on the total monthly gross wages
1	Archivist (Registration)	

Note: -

1) The financial proposal shall include all costs associated with the scope of work. The Prohibition, Excise and Registration Departmentshall not bear any cost other than the total cost mentioned in the financial proposal.
2) Evaluation of tender will be based on the lowest service charge quoted by the bidders.
3) The agency shall pay the resourcesas per the below formula:
   Net Salary payable to the resources = Last salary withdrawn including Dearness Allowances (before retirement) – Pension Amount (including Dearness Allowance)
   ** GST shall be paid extra based on actual invoice submitted by the bidder.
4) Bidder shouldquote the service charge taking into consideration the minimum liability of TDS, administrative charges, cost of uniform of personnel, weekly -off replacement charges etcto ensure that the rate quoted by the bidder is workable.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax 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 Prohibition, Excise and Registration Department or its nominated agency(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.