

**Agriculture & Farmers Welfare Department,  
Krishi Bhawan, Sector-21, Panchkula,  
Haryana**

**Request for Proposal (RFP)**

**for**

**Selection of Project Management Consultant  
Agency for successful completion of the  
Information, Education & Communication  
Activities of Agriculture & Farmers Welfare  
Department, Haryana.**

**Tender No: -----**

## **ABBREVIATIONS**

BG	Bank Guarantee
BOQ	Bill of Quantity
DD	Demand Draft
DG, A&FW	Agriculture & Farmers Welfare Department, Government of Haryana
GoH	Government of Haryana
GoI	Government of India
INR	Indian Rupees
IEC	Information, Education & Communication
PBG	Performance Bank Guarantee
QCBS	Quality & Cost Based System
RFP	Request for Proposal
SoW	Scope of Work
LoA	Letter of Acceptance
A&FWD	Agriculture and Farmers Welfare Department

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## **DISCLAIMER**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Agriculture & Farmers Welfare, Government of Haryana (DG, A&FW), or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the DG, A&FW to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the Proposal).

This RFP includes statements, which reflect various assumptions and assessments arrived at by the DG, A&FW in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DG, A&FW, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DG, A&FW accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. DG, A&FW, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The DG, A&FW also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. DG, A&FW may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that DG, A&FW is bound to select a Bidder or to appoint the Selected Bidder or Consultant, as the case may be, for the Assignment and the DG, A&FW reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DG, A&FW or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Selection of consultants for setup of PMU for successful implementation & completion of the IEC in Haryana.

DG, A&FW shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

## Data Sheet

Sr. No.	Particulars	Details
1.	RFP No. and Date of availability of RFP	09-08-2022
2.	Submission of Pre-bid queries (in word format)	16-08-2022
3.	Pre-bid meeting	17-08-2022
4.	Response to pre-bid queries	19-08-2022
5.	Proposal Due Date	01-09-2022
6.	Technical Proposal Opening Date	02-09-2022
7.	Technical Presentation	To be communicated later to the short-listed bidders
8.	Financial Proposal Opening	To be communicated later to the short-listed bidders
9.	Letter of Award (LOA)	To be communicated later
10.	Signing of Agreement	To be communicated later
11.	Office address, Venue for pre-bid meeting, opening and evaluation of Bids	Agriculture & Farmers Welfare Department, Krishi Bhawan, Sector-21, Panchkula, Haryana-134109.
12.	Tender Document Fee (to be deposited online)	INR 5000/-
	For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME - 2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and for Startups/first generation Entrepreneurs as notified vide G.O. No.2/2/2016-4IB-II dated 03.01.2019	NIL
13.	e- Service Fee (to be deposited online)	INR 1000+ 18% GST
14.	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME - 2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016	NIL

	and for Startups/first generation Entrepreneurs as notified vide G.O. No.2/2/2016- 4IB-II dated 03.01.2019 & Govt. Notification dated 13.08.2021	
	(II) Central or Haryana Public Sector Enterprises and “approved sources” as declared by the Industries Department, Haryana	<b>NIL</b>
	(III) For remaining bidders both from the Haryana and Non Haryana	<b>INR 5,00,000/- (Rupees Five Lakh only)</b> Earnest Money Deposit - EMD (to be deposited online)
15.	EMD Submission End Date	30-08-2022
16.	Contact Details	<b>Contact Person:</b> <b>Dr. Devender Sihag, Joint Director (Soil Testing), Email- <a href="mailto:jdasthry@gmail.com">jdasthry@gmail.com</a></b> <b>Mobile- 9416380656</b>
17.	Tender documents on Website	URL for e-tender
18.	Method of Selection	Quality and Cost Based System (QCBS) L1 from Financial bid after qualifying the Technical bid
19.	Bid Validity period	180 days
20.	Offer validity period	90 days

**Note:**

1. In case a Central/ State Holiday(s) are declared on any dates as specified above, the event will be held on the next working day at the same time and venue.
2. Bidders must note that bids received after Proposal Due Date and Time shall be outrightly rejected.



## **1. Introduction, Objective & Scope of Work**

### **1.1 Introduction**

A&FW, Department Haryana is focusing on strengthening of agricultural extension services and net-working of training infrastructure in the State; execution, review & monitoring of varied extension initiatives; facilitate building capacities and capabilities of senior and middle level extension functionaries across the State Improving farm information and outreach to farmers through organization of/participation in various Exhibitions/ Fairs.

The Agriculture & Farmers Welfare Department, Haryana has decided to establish a Project Management Unit (PMU) comprising a team of experienced and qualified expert professionals at Panchkula with an objective to render assistance to successful implementation of the IEC Activities of Agriculture in the State. The events will be organized at different locations within the state of Haryana.

### **1.2 Objective**

Under the IEC activities, information / technology is being disseminated to the farming community with the ultimate objective of increasing productivity and income. However, dissemination of information/ technology and adoption of technology by the farmers is a long-term process involving awareness generation, creation of interest, trial by the farmers and finally adoption leading to increase in productivity and income.

- To Project Haryana Govt. Agri. Dept. as a dynamic & advanced working style new age institution of global level.
- To Project Haryana Govt. Agri. Dept. as a visionary dept. in Indian Sphere: The Indian Agriculture Sector contributes significantly to the Indian Economy. Being one of the biggest and the most productive in the Indian Agriculture sector, we want to be seen as a thought creator in the sector.
- To create a Positive Perception about Govt. schemes and initiatives. We need to spread the positive attributes & held people in understanding the benefits of various Govt. initiatives.
- Uniform & Clear Communication Strategy.
- Talk more about Agri. Sector: We need to talk more about the Agriculture sector and Govt. role in making it a success.
- Requirement of Regional content in Hindi and English.

#### **1.2.1. Target Audience**

- The Indian & Haryana farming community at large
- Policy makers
- Indian fertilizer & Agriculture input suppliers, bankers and financiers etc.

- Indian media with interest in the farmers, agriculture and allied sectors
- Farming community

### 1.3 Scope of work

To prepare and spread the information about the various scheme of the Department, educate & communicate benefits regarding agriculture activities to the farmers for its successful implementation in the state of Haryana. All publicity material will be in Hindi/Regional language. The IEC activities include:

#### 1.3.1 MEDIA STRATEGY & DELIVERABLES

PLATFORM	DETAILS	REMARKS
Face book	At least 3-4 posts a week	Planning and execution of content ideas as per agreed content pegs
Twitter	1-4 tweets per day	Besides replication of content. Planning and execution of fresh tweets as per the ongoing discussions, replies, comments to various tweets
You Tube	At least 4 posts in a month	Create, upload success story in animated version and manage content along with replies and comments on the videos posted Youtube shorts
ANALYTICS AND INSIGHTS	Social media platform analytics with help of an Advanced third party software with latest features	Detailed monthly analytics report with Industry standard metrics along with insights for the owned Platform. Report on traffic & engagement
	External Platform	Monitor conversations using online monitoring tools and submit a weekly and a consolidated monthly report of conversations and reports from platforms and influencers
Radio (FM/AIR)	Based on things to be focused	Jingle for week long or month on nearly 5 times a day
Creativities for Events	As and when required	Planning, Organizing & Execution of Departmental events
Film / Video Clips Success story	In both seasons (Kharif & Rabi)	Clips / videos of schemes / farmers byte / dignitaries appeal on Doorshan & cable TV.
Newspaper Advertisement	As and when required	Drafting & Designing of advertisements
Holdings	Kharif & Rabi Season	Awareness of schemes
Standeeds	During Departmental Functions	Publicity of Departmental schemes
Wall Painting	Text & design development	Creative wall painting for Govt. Scheme promotion
Banners/Flex	Text & design development	Creatively designed banners of prominent sizes for Govt. scheme promotion
Whats App Group	Based on things to be focused	Video clips regarding promotion may be made viral in Whats App groups

**The rates of activities shall not be more than the rate fixed by the DIPR&L Department.**

#### 1.3.2. Audio Visual and Graphics

Info graphics, short digital Gifs, Videos along with other multimedia content.

## A. DETAILED NOTICE INVITING E-TENDER

e-Tender is invited in single stage two cover system i.e. Request for Technical Bid (online Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Information	Details
1.	Description of work/items	For successful implementation & completion of the Agricultural IEC activities in Haryana
2.	EMD (to be deposited online)	INR 5,00,000/-
3.	Tender Document Fee (to be deposited online)	INR 5000/-
4.	e-Service Fee (to be deposited online)	INR 1000+ 18% GST
5.	Start Date & Time of Bid Preparation & Submission	19-08-2022 / 11:00 AM
6.	Expiry date & time of bid for EMD submission	30-08-2022 / 5:00 PM
7.	Last date and time for submission of proposals through e-Tender	01-09-2022 / 6:00 PM

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQ/Technical & Commercial Envelope. Eligibility and qualification of the applicant/ bidder will be first examined based on the details submitted online under first cover (PQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those applicants whose PQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

### Important Note:

1. The Applicants/bidders must complete Application / Bid Preparation & Submission stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as Applications / bids not submitted.
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities fore-bidding.

- 3 Applicant/Bidder can rework on his/her bids even after completion of Application/Bid Preparation & submission stage (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4 In the first instance, the payment details of tender document fee + e-Service and EMD & PQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

**Envelope 1:** Technical Bid: The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

**Envelope 2:** Financial Bid: The bidders shall quote the prices in price bid format under Financial Bid.

## A. General

### 2.1. Scope of Proposal

2.1.1. Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. The Bidder shall upload its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be uploaded in the form 8 at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with DG, A&FW.

### 2.2 Conditions of Eligibility of Bidders

2.2.1. Bidders must read carefully the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2. To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

Criteria	Requirements	Documentary Evidence
<b>Qualification Criteria</b>		
Legal Entity	The bidder should be a single Business Entity. Any kind of consortium/JV/Sub Contracting is not allowed. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Indian Partnership Act, 1932, and with a track record of providing consultancy services / advisory services / IEC activities management services for at least 10 years as on March 31, 2021.	Certificates of Registration/ Incorporation
Financial Capacity	The bidder should have a minimum annual turnover of INR 02 Crore from consultancy services / advisory services / IEC activities management over the last three years.	Certificate from statutory auditor / audited financial statements for the three previous financial years. Provide information in Form 3 of APP-I
Turnover from Government Consulting Services	The bidder should have a minimum turnover of INR 02 Crore from Government/ Public Sector in consultancy services / advisory services / IEC activities management in India over the last 3 years.	Certificate from statutory auditor. Provide information in Form 3 of APP-I

Bidder Experience	The Bidder should have experience of providing IEC activities consultancy services of minimum 5 years. It should have experience of providing IEC consultancy services at least one Central or State Government Department atleast with minimum contract value of INR 50 Lakh.	Work Order /LoA and/ or Completion Certificate Provide information in Form 4 of APP-I
Blacklisting	The bidder should not be blacklisted by any agency of the central government, Public Sector Undertaking or by any department of any State Government.	Self- certification. False certification and/or non- disclosure will lead to for feiture of the EMD and disqualification from the evaluation process.
India Presence	Should have a registered office in India.	Self- certification letter with office locations clearly specified
Consortium/ Tie-Ups/ JVs/ Sub- Contracting	Not permitted	

**2.2.3.** The Applicant should upload a Power of Attorney, as per the format form 11 of Appendix III. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the Power of Attorney.

**2.3. Conflict of Interest**

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The team deployed by bidder shall not engage in consulting activities that conflict with the interest of the DG, A&FW under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation/complementing of the Services under the ongoing contract(s). It should be the requirement of the assigned works that the consultant should provide professional, objective and impartial advice and at all times hold the DG, A&FW's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

**2.4. Number of Proposals**

A Bidder is eligible to submit only one proposal.

**2.5. Cost of Proposal**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. DG, A&FW will not be responsible

nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6. Acknowledgement by Applicant**

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) Made a complete and careful examination of the RFP;
- (b) Acknowledged that it does not have a Conflict of Interest; and
- (c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

## **2.7. Right to reject any or all Proposals**

**2.7.1.** Notwithstanding anything contained in this RFP, the DG, A&FW reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons therefore.

**2.7.2.** The DG, A&FW reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation/unfair means is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the DG, A&FW, the supplemental information sought by the DG, A&FW for evaluation of the Proposal.

**2.7.3.** Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the DG, A&FW reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the DG, A&FW including annulment of the Selection Process.

## **B. Documents**

### **2.8. Contents of the RFP**

This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Modification / Addendum / Amendment/ Corrigendum issued :

#### **RFP**

1. Introduction
2. Instructions to Bidders
3. Terms of Reference (ToR)
4. Criteria and Procedure of Evaluation

## Schedule Appendices

<b>Appendix-I</b>	<b>: Technical Proposal</b>
Form 1	: Letter of Proposal
Form 2	: Particulars of the Bidder
Form 3	: Financial Capacity of the Bidder
Form 4	: Project Experience
Form 5	: Write up on Project Conceptual Clarity and Approach
Form 6	: CVs of proposed Team Members
Form 7	: Composition of the Team and Task(s) of Team Members
<b>Appendix –II</b>	<b>: Financial Proposal</b>
Form 8	: Financial Proposal
<b>Appendix-III</b>	
Form 9	: Form of Agreement
Form 10	: Form of Bank Guarantee for Performance Security
Form 11:	Form of Power of Attorney

## 2.9. Clarifications

2.9.1. Bidders requiring any clarification on the RFP may send their queries to the DG, A&FW in writing (by e-mail in word format) before the date mentioned in the Data Sheet. The pre-bid queries must be sent in following format:

Sr. No.	Reference/Clause Number	Description	Corresponding page number in RFP	Particulars of the query
1.				

2.9.2. The DG, A&FW reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be taken or read as compelling or requiring the DG, A&FW to respond to any question or to provide any clarification.

## 2.10. Amendment / Modification of RFP

2.10.1. At any time prior to the deadline for submission of Proposal, the DG, A&FW may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder,



modify the RFP document by the issuance of Modified RFP / Addendum/ Amendment through posting it only on the Website i.e. <https://etenders.hry.nic.in/nicgep/app>).

**2.10.2.** All such amendments/modified RFP will be posted only on the Website and shall not be published in any newspaper and will be binding on all Bidders.

**2.10.3.** In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the DG, A&FW may, in its sole discretion extend the Proposal Due Date.

## **C. Preparation and Submission of proposal**

### **2.11 Language**

The Proposal with all accompanying documents (the “Documents”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.12 Format and signing of Proposal**

**2.12.1.** The Bidder shall provide all the information sought under this RFP. The DG, A&FW would evaluate only those Proposals that are received in the specified forms and complete in all respects.

**2.12.2.** The Proposal shall be typed and signed by the authorized signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person holding the Power of Attorney (the “**Authorized Representative**”).

A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.

### **2.13 Technical Proposal**

**2.13.1.** Bidders shall upload the technical proposal in the form-1 of Appendix-I (the “Technical Proposal”).

**2.13.2.** While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of team members duly signed by the authorized signatory have been submitted;

- 2.13.3.** Failure to comply with the requirements shall make the Proposal liable to be rejected.
- 2.13.4.** The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.13.5.** The DG, A&FW reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the DG, A&FW to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DG, A&FW there under.
- 2.13.6.** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the DG, A&FW without the DG, A&FW being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the DG, A&FW shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the DG, A&FW as mutually agreed for, inter alia, time, cost and effort of the DG, A&FW without any other right or remedy that may be available to the DG, A&FW.

## **2.14 Financial Proposal**

- 2.14.1.** Bidders shall upload the financial proposal in the format at Appendix-II (the “Financial Proposal”) clearly indicating the total lump-sum cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.14.2.** While submitting the Financial Proposal, the Bidder shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Expatriate and Resident etc.) The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses and tax liabilities including Tax. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs shall be expressed in INR.

## **2.15 Submission of Proposal**

### **2.15.1 Instructions to bidder on e-Procurement Portal**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the State Procurement Portal.

#### **A) REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.hry.nic.in/nicgep/app>) by clicking on the link "Online bidder Enrollment" on the state Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the State Procurement Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ e-Mudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6. Bidder then log into the site through the secured log-in by entering their user ID / Password and the password of the DSC /e-Token.

**B) SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the State Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the State Procurement Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the State Procurement Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk (24x7 State Procurement Portal helpdesk).

**C) ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to State Procurement Portal in general may be directed to the 24x7 State Procurement Portal Helpdesk.
3. More information useful for submitting online bids may be obtained from the State Procurement Portal [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in).

**2.16 Proposal Due Date**

**2.16.1. As per Data Sheet.**

**2.16.2.** The DG, A&FW may, in its sole discretion, extend the Proposal DueDate by issuing a Corrigendum in accordance.

**2.17 Late Proposals**

Proposals received by the DG, A&FW after the specified time on Proposal DueDate shall not be eligible for consideration and shall be summarily rejected.

**2.18 Modification/ substitution/ withdrawal of Proposals**

No Proposal shall be modified, substituted, or withdrawn by the Bidder after its submission.

**2.19 Earnest Money Deposit (EMD)**

**2.19.1.** An EMD of **INR 5, 00,000/- (Rupees Five Lakh only)** as per Instruction to Bidders.

**2.19.2.** No interest shall be payable by the A&FW Department for the sum deposited as earnest money deposit.

**2.19.3.** No bank guarantee will be accepted in lieu of the earnest money deposit.

**2.19.4.** The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.

**2.19.5.** The EMD shall be forfeited by the A&FW Department in the following events:

- (a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (c) If the Bidder tries to influence the evaluation process.
- (d) If the lowest quoted bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).

**E. Evaluation Process**

**2.20 Evaluation of Proposals**

**2.20.1.** The DG, A&FW shall open the Proposals on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

**2.20.2.** Proposals for which a notice of withdrawal has been submitted shall not be opened.

**2.20.3.** Prior to evaluation of Proposals, the DG, A&FW will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) It is received in the form specified at Appendix-I (Technical Proposal);
- (b) It is received by the Proposal Due Date including any extension thereof.
- (c) It is accompanied by the EMD.
- (d) It is accompanied by the Power of Attorney;
- (e) It contains all the information (complete in all respects) as requested in the RFP;

- (f) It does not contain any condition or qualification; and
- (g) It contains documentary evidence for experience in related projects viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company
- (h) It is non-responsive in terms hereof.

**2.20.4.** The DG, A&FW reserves the right to reject any proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the DG, A&FW in respect of such Proposals.

**2.20.5.** The DG, A&FW would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Data Sheet and the criteria set out of this RFP. After the technical evaluation, the DG, A&FW would prepare a list of shortlisted Bidders for opening of their Financial Proposal, who would be communicated by E-mail/Fax/Phone. The opening of Financial Proposals shall be done in presence of representatives of Bidders who choose to be present. The DG, A&FW will not entertain any query or clarification from Bidders who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out.

**2.20.6.** Bidders are advised that Selection will be entirely at the discretion of the DG, A&FW. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

**2.20.7.** Any information contained in the Proposal shall not in any way be construed as binding on the DG, A&FW its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

**2.21 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the DG, A&FW in relation to or matters arising out of, or concerning the Selection Process. The DG, A&FW will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The DG, A&FW may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the DG, A&FW.

## **2.22 Clarifications**

**2.22.1.** To facilitate evaluation of Proposals, the DG, A&FW may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the DG, A&FW for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

**2.22.2.** If a Bidder does not provide clarifications sought under Sub-Clause above within the specified time, its Proposal shall be liable to be rejected. In case the proposal is not rejected, the DG, A&FW may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the DG, A&FW.

## **F. Appointment of Project Management Consultants/Agency**

### **2.23 Selected Bidder**

The first ranked Bidder (the “**Selected Bidder**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan.

### **2.24 Substitution of Key Personnel**

Refer to Clause 2.30.2

### **2.25 Indemnity**

The Consultants/Agency will indemnify DG, A&FW for any direct loss or damage that is caused due to the Consultants/Agency’s fraud, willful misconduct, gross negligence, breach of confidentiality or breach of third-party intellectual property right or in the performance of the services. The maximum indemnification by the Consultant to the Department shall be to the extent equivalent to Total Professional Fee or Contract fee in favor of the Department. Any work created by the Successful Bidder in pursuance of the Tender Documents shall stand vested in A&FW Haryana for all purposes in perpetuity and the bidder shall have no claim over the same. The bidder shall be solely responsible for any violation or infringement of any Intellectual Property Rights including trademark, trade name, copyright, patent of any person, firm or company, personal right of privacy, religious beliefs and/or any other right of any other person including for adherence of regulations, administrative and judicial orders etc.

### **2.26 Award of Work**

After selection, a Letter of Award (the “LOA”) shall be issued by the DG, A&FW to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA, accept the same. In the event of non- receipt of acceptance of the LOA by the Selected Bidder

by the stipulated date, the DG, A&FW may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

## **2.27 Performance Security**

Upon receipt of Letter of Award (LOA) from the DG, A&FW the successful Bidder shall furnish the Performance Security of an amount equal to 5% of the value of contract (other states/UTs based firms) or 0.5% of the value of contract for Haryana Based MSEs or 3% of the value of contract for Haryana Based other firms of the fee by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. The Performance Security shall be valid for one year before the execution of agreement and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required. If the selected bidder fails to submit the performance security within stipulated time the EMD shall be forfeited.

## **2.28 Payment to selected Bidder**

Payment will be made on bill basis after satisfaction of the Department within 45 days or availability of Budget.

## **2.29 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder and submission of performance security, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign the Agreement within the stipulated time, his performance security shall be forfeited and Appropriated by the DG, A&FW. In such an event, the DG, A&FW may invite the Next Ranked Bidder for negotiations and may issue LOA to him.

## **2.30 Penalty Clause:**

**2.30.1. Delay in Deliverables:** If the progress of assignment is found to be non- satisfactory or delayed at any point of time, DG, A&FW reserves the right to impose penalty @5% of the contract value for each default. The sum total amount of all unpaid and paid penalties shall not exceed 10% of total assignment fee. The DG, A&FW reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and/or revoking the bank guarantee under this contract.

**2.30.2. Substitution of Key Personnel:** DG, A&FW will not allow any request of the Selected Bidder for substitution of Key Personnel upto successful completion of IEC to be held in Haryana i.e.



Team Leader, Managers, Finance Expert and Support Consultants. However, substitution may be permitted for reasons of medical condition, resignation from the firm subject to equally or better qualified and experienced personnel being provided to the satisfaction of DG, A&FW. Replacement, which is not approved by DG, A&FW, will attract penalty of 5% of the quarter's fee in which personnel is not available. In case of Medical condition, a Medical Certificate from a Government Hospital with an approval of competent authority will be required.

## **G. Force Majeure**

### **2.31 Definition**

**2.31.1.** For the purposes of this assignment, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

**2.31.2.** Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

**2.31.3.** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.32 Breach of Agreement**

- a) The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.
- b) Material breach of Agreement shall mean not submitting any deliverable and not rectifying the default within 30 days of being notified about the default.

### **2.33 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultants/Agency shall be entitled to be reimbursed for additional costs

reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the DG, A&FW. The Consultant will have to provide proper justification and certificate from their auditors for such extension in the format as may be decided by the DG, A&FW. The decision of DG, A&FW regarding such payments will be final.

#### **2.34 Consultation**

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

#### **2.35 Suspension of Agreement**

The DG, A&FW may, by written notice of suspension to the successful bidder, without any obligation (financial or otherwise) suspends all the payments to the successful bidder hereunder if the successful bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the successful bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the successful bidder of such notice of suspension.

#### **2.36 Termination of Agreement**

DG, A&FW may terminate the contract in whole or part without assigning any reason if:

- 2.36.1.** The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- 2.36.2.** If the Bidder is in material breach of the agreement.
- 2.36.3.** The termination of contract shall be made by prior written notice of default sent to the Bidder.

### **H. Dispute Resolution**

#### **2.37 Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

## **Arbitration**

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by DG, A&FW and other appointed by successful bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Panchkula only and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

### **I. Engagement of Personnel in the Department**

For smooth functioning of the IEC project work, a representative or employee of the agency may sit in the department for which the space, furniture, electricity and other basic facilities will be provided by the Department but he setup like computer, other required accessories, software, etc will be arranged by the agency itself. The personnel that will be assisting in the IEC activities must be well educated holding knowledge of Agriculture, designing, basic and advanced computer skills, etc necessary for him to communicate and understand the concepts of IEC with the officials/officers of the Department.

### **J. Miscellaneous**

**2.38** This agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Panchkula shall have exclusive jurisdiction over matters arising out of or relating to this agreement.

**2.39** The Selection Process shall be governed by, and construed in accordance with, the laws of India

and the Courts at Panchkula shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

- 2.40** The DG, A&FW, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 2.40.1.** suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - 2.40.2.** consult with any Bidder in order to receive clarification or further information;
  - 2.40.3.** retain any information and/or evidence submitted to the DG, A&FW by, on behalf of and/or in relation to any Bidder; and/or
  - 2.40.4.** Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
  - 2.40.5.** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the DG, A&FW, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. It is clarified that compensation shall be binding to both the parties under the Arbitration and Conciliation Act, 1996.

### **3. Criteria and Procedure of Evaluation**

#### **3.1 Evaluation criteria for Technical Proposal**

From the time the Proposals are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal **evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.**

- (a) The mode of Evaluation shall be QCBS (Quality and Cost Based Selection).
- (b) The evaluation committee, appointed by the Client as a whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and the point system specified in the Data Sheet. Each responsive proposal will be given a technical score (TS). A proposal shall be rejected at this stage if it

does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

<b>PARAMETER – PART –I (TOTAL 60 MARKS)</b>		<b>Maximum Points</b>
1. Annual Consulting Turnover - More than 10 Cr and above in the last 3 financial years – <b>10 Marks</b> - Between 5-10 Cr in the last 3 FYs – <b>7 Marks</b> - Between 2-5 Cr in the last 3 FYs – <b>5 Marks</b>	<b>10</b>	
2. Relevant experience of the bidder - Above 7 Years – <b>30 Marks</b> - Between 5-7 year – <b>25 Marks</b> - Atleast 5 Yrs. (minimum requirement) – <b>20 Marks</b>	<b>30</b>	
3. The Bidder should have undertaken and successfully completed IEC consulting assignments in India/Globally: - Project value of up to INR 50 lakhs to One Crore – <b>4 marks each</b> - Project Value of above INR 01 Crore to 02 Crore – <b>7 marks each</b> - Project value of more than INR 2 Crore – <b>10 marks each</b>  Maximum 3 projects will be evaluated under this criterion. Single contract/extensions to a contract will be considered as one project experience only.	10	
4. The Bidder should have undertaken and successfully completed one IEC consulting assignments with State / Central Government / Other Government agencies in India with a contract value of INR Fifty lakhs. Projects submitted under this parameter must be different from the projects submitted under the parameter given at point no (i) above: - Project Value of up to INR 50 lakhs - <b>7 marks each</b> - Project value of more than 50 lakhs – <b>10 marks each</b>  Maximum 2 projects will be evaluated under this criterion A single contract / extensions to a contract will be considered as one project experience only	10	
<b>PARAMETER – PART –II (TOTAL 40 MARKS)</b>		
1. Presentation on assessment of Quality work by the committee headed by the ACS, A & FW.	40	
<b>Total Maximum Marks</b>	<b>100</b>	

- 3.2** The bidder who secure/earn the minimum qualifying score i.e. 36 in Technical Bid is eligible for financial bid. The minimum quoted price in financial bid firm shall be consider as in Financial Bid as L1. The L2 bidder shall be kept in reserve and may invited for negotiations in Case L1 withdraws or fails to comply with the requirements specified in this document.
- (a) Negotiations will be held at the address indicated in the Data Sheet. The aim shall be to reach agreement on all points and sign a contract.
  - (b) Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate the contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not

consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

- (c) The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

\*\*\*\*\*

**TECHNICAL PROPOSAL**

(See Clause-2.1.2)

**Form-1 Letter of Proposal**

(On Bidder's letterhead)

Dated:

The Director General,  
Agriculture & Farmers Welfare Department,  
Krishi Bhawan, Sector-21, Panchkula,  
Haryana- 134109

**Sub: Appointment of Consultant for successful implementation and completion of IEC to be held in Haryana.**

Dear Sir,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the DG, A&FW any additional information it may find necessary or require supplementing or authenticate the Bid.
5. We acknowledge the right of the DG, A&FW to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award.
7. We declare that:
  - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the DG, A&FW.
  - b. We do not have any conflict of interest in accordance the RFP document;
  - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the DG, A&FW or any other public sector enterprise or any government, Central or State; and

- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
9. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us. We certify that we have not been barred by any State/ Central Government of India or any entity controlled by them from participating in any project, and if the bar subsists on the date of proposal, we will not be eligible to submit the proposal.
12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the DG, A&FW of the same immediately.
13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DG, A&FW in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.
14. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date.
15. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DG,



A&FW or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

16. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
17. We offer an EMD of INR **5,00,000/- (Rupees Five Lakh only)** to the DG, A&FW in accordance with the RFP Document.
18. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
19. We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
20. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized Signatory)  
(Name and designation of the Authorized Signatory)

Name and seal of Bidder

Date: -

Place: -

**Form-2**  
**Particulars of Bidders**

1. Name of the Company:
2. Registered Office:
3. Date of Incorporation:
4. Constitution of the Bidder Company:
5. Core business activities:
6. Experience in consultancy services (years) with proof:
7. Date of first assignment:
8. Presence in India:
9. No. of employees in Government consulting division:
10. Details of contact persons:
11. Any other details:

Name:

Designation:

Contact tel. No.:

Mobile no.:

Fax No.:

Email ID

Postal address:

(Signature of Authorized signatory)

**Form-3**  
**Financial Capacity of the Bidder**  
 (see Clause-2.2.2)

Particulars	Rupees in Crores		
	2017-18	2018-19	2019-2020
Annual Turnover from Indian Operations in Consulting Services			
Average Turnover for 3 Year			
Annual Turnover from Government/ Public Sector consulting services in India			

**(Signature of Authorized signatory)**

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

## Form-4

## Project Experience Format

Project Name:		Country:
Project Location within Country:		Professional Staff Provided by the Firm:
Name of Client:		No. of Staff:
Start Date (Mon/YYYY):	Completion Date (Mon/YYYY):	Approx. Value of Services:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Narrative Description of Project:		

**Note-:** Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of projects.

Form – 5

**Write up on Project Conceptual Clarity and Approach**

In this write up the firm should propose the following: -

- Understanding of the project,
- Action plan it intends to follow
- Matrix of staff deployment as per timeline & Mobilization of extra re sources
- Deliverables and their timeline,
- Value addition proposed for the assignment.

The practical difficulties and obstacles which can possibly arise during thecourse of assignment and how to address them should also be highlighted.

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

**Form-6**  
**Curriculum Vitae (CV) of Proposed Team Members**

- Proposed Position: .....
- Name of Team Member: .....
- Designation: .....
- Date of Birth: .....
- Nationality:.....
- Membership of Professional Societies
- .....
- Detailed Task Assigned:
- .....

**Key Qualifications:** [Give an outline of team member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by team member on relevant previous assignments and give dates and locations. Use about half a page.]

**Education:** [Summarize college/university and other specialized education of team member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page]

**Note: -** Personnel is to affix his recent photograph on first page of CV.

**Employment Record:** [Starting with present position, list in reverse order every employment held. List all positions held by team member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments.]

**Languages:** [For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am not employed by the Executing /Implementing Agency.
- (iii) I am committed to undertake the assignment within the validity of Proposal.

Name & Signature of the Key Personnel

Name & Signature of the authorized Signatory

## Form-7

## Composition of the Team and Tasks of Team Members

Sr. No.	Name	Proposed Position	Task Assigned

We undertake that the professionals as mentioned above shall remain with the assignment till the end of contract. Any change in the above composition of personnel shall not be done without prior permission of DG, A&FW.

Name & signature of the authorized signatory



**Form 8: Financial Proposal Covering Letter**  
(On Bidder’s letter head)[Location, Date]

FROM: [Name of Bidder]

.....  
.....  
.....  
.....

To

The Director General,  
Agriculture & Farmers Welfare Department,  
Krishi Bhawan, Sector-21 Panchkula,  
Haryana - 134109

**Sub: Appointment of Consultants**

Dear Sir,

We, the undersigned, offer to provide the services as Project Management Consultant for successful implementation & completion of IEC to be held in Haryana in accordance with your RFP. Our Financial Proposal for Assignment is for the sum of INR..... (in lakhs). (Amount in words and figure) this amount is inclusive of all taxes including service tax.

- 2. ....Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, as per RFP i.e. upto.....(Date).
- 3. The Financial Proposal is without any condition.
- 4. This financial proposal.....covers remuneration for all the Personnel(Expatriate and Resident, in the field, office etc.).
- 5. The offer price quoted by us is inclusive of all not specifically mentioned in the RFP document, but essential for successful completion of assignment.
- 6. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988”. We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:  
Name and Title of  
Signatory: Name of  
Bidder:Address:

**Form 9**  
**Form of Agreement Draft of Agreement**

**Agreement for Selection of consultants for setup of PMU for successful implementation & completion of the IEC in Haryana.**

This AGREEMENT is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 2021 between (DG, A&FW) having its office at Agriculture and Farmers Welfare Department, Haryana, Krishi Bhawan, Sector-21, Panchkula; India (hereinafter referred to as “DG, A&FW” which expression shall include its successors) of the first Part, and, M/s\_\_\_\_(hereinafter referred to as the “Project Management Consultant Agency” which expression shall include its successors) of the Second Part.

Whereas, DG, A&FW has floated Request for Proposal No. \_\_\_\_\_ on date \_\_\_\_\_ for Selection of Consultants for successful implementation & completion of IEC as defined in RFP document (hereinafter referred to as the “Project”).

And whereas, the “Consultant Agency” submitted its proposals for the aforesaid project, whereby the “Consultant Agency” represented to the DG, A&FW that it had the required professional skills, and in the said proposals the “**Consultant Agency**” also agreed to provide the Services to the DG, A&FW on the terms and conditions as set forth in the RFP and this Agreement;

And whereas the DG, A&FW, on acceptance of the aforesaid proposal of the “**Consultant Agency**”, issued Letter of Award dated \_\_\_\_\_(the “**LOA**”) to the “**Consultant Agency**”.

NOW, This AGREEMENT witnesses as follows: -

**1. Definitions**

In this document, unless otherwise mentioned or expressed clearly, the terms Bidder would have meaning as given below:

“**Bidder**” means the organization which signs and submits the RFP document and bids for the contract and / or awarded the Contract “**Selection of Project Management Consultant Agency for setup of PMU for successful implementation & completion of the IEC in Haryana**”.

“**Committee**” means Committee constituted by “**Director General, Agriculture and Farmers Welfare Department, Haryana**” in relation to this Process by whatever name and includes Authority officials. Technical Committee and Central Purchase Committee as appointed by the Authority, for the purpose of processing this RFP.

**“Authority”** means **"Director General, Agriculture and Farmers Welfare Department, Haryana”, Krishi Bhawan, Sector-21, Panchkula.**

**"Contract/ Agreement"** means the Agreement entered into between the Authority and the Bidder as recorded in the Contract form signed by the Authority and the Bidder including all attachments and Appendix/ Annexes thereto, the RFP and all Annexes thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

**"Department"** means Agriculture and Farmers Welfare Department, Haryana, Krishi Bhawan, Sector-21, Panchkula.

**"Effective Date"** means the date on which the Contract is signed and executed by the Authority and successful bidder.

**“Penalty”** means the financial deduction imposed due to violation of Contract, Breach of SLA or Failure to achieve the Standards of Service set in this RFP.

**“Purchaser”** Purchaser means Director/Director General, Agriculture and Farmers Welfare Department, Haryana, Krishi Bhawan, Sector-21, Panchkula, shall be authorized person to act on behalf of Authority in reference to this RFP.

**“Performance Bank Guarantee (PBG)”** Means Unconditional Irrevocable Bank Guarantee from a Nationalized Bank valid till completion of the Contract.

**“Successful Bidder”** The bidder who signs and submits the RFP document and bids for the contract and is awarded the bidder for **“Selection of consultants for setup of PMU for successful implementation & completion of the IEC in Haryana”**.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

Any reference to "Clause" means clause of this agreement.

2. The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:
  - a) Agreement;
  - b) Annexure of Agreement;
  - c) RFP; and
  - d) Letter of Award

3. The following documents in relation with the RFP shall be deemed to form and be read and construed as part of this Agreement viz.;
  - Invitation for Proposals
  - Scope of Work as defined in section 1 of RFP document
  - Instructions to Bidders
  - Eligibility Criteria
  - General Contract Conditions

All Annexure, formats, amendments, supplements, corrigendum or clarifications, thereto and LOA.
4. The payment will be on actual work performed as per Financial bid received from the selected **Project Management Consultant Agency** (Appendix II to this agreement) and the amount payable by DG, A&FW in favor of M/S [insert full name of the company/vendor] will be worked out as per terms of payment stated in the RFP.
5. The contract shall begin from the date of signing of the contract or as and when the Project would be assigned to the selected bidder.
6. The mutual rights and obligations of the Corporation and the selected bidder shall be as set forth in the Contract, in particular:
  - the selected bidder shall carry out the services in accordance with the provisions of the Contract;
  - the selected bidder shall provide professional, objective and impartial advice and at all times, hold the DG, A&FW's interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work.

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

For and on behalf of Selected Firm: (Signature of Authorized Representative)

Name  
 Designation  
 Address Phone/Fax No.

Witness (Signature) (Name) (Address)

For and on behalf of DG, A&FW: (Signature of Authorized Representative)

Name  
 Designation  
 Address Phone/Fax No.

Witness (Signature)(Name) (Address)

## Form-10

## FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

1. In consideration of the "**Director General, Agriculture and Farmers Welfare Department, Haryana**" (hereinafter called "the DG, A&FW") having agreed to exempt\_(hereinafter called "the said successful bidder") from the demand, under the terms and conditions of an Agreement, dated made between DG, A&FW, having its office at Agriculture and Farmers Welfare Department, Haryana, Krishi Bhawan, Sector-21, Panchkula; India and \_\_\_\_\_for the successful implementation & completion of IEC to be held in Haryana (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said "**Project Management Consultant Agency**" of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. \_\_\_\_\_(Rupees only) We, (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ ("**Project Management Consultant Agency**") do hereby undertake to pay to the DG, A&FW an amount not exceeding Rs. \_\_\_\_\_against any loss or damage caused to or suffered or would be caused to or suffered by the DG, A&FW by reason of any breach by the said **Project Management Consultant Agency** of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DG, A&FW stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DG, A&FW by reason of breach by the said "**Project Management Consultant Agency**" of any of the terms or conditions contained in the said Agreement or by reason of the "**Project Management Consultant Agency**" failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the DG, A&FW any money so demanded notwithstanding any dispute or disputes raised by the Project Management Consultant Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the "**Project Management Consultant Agency**" shall have no claim against us for making such payment.

4. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DG, A&FW under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or DG, A&FW certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said **“Project Management Consultant Agency”** and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate the name of bank) further agree with the DG, A&FW that the DG, A&FW shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said **“Project Management Consultant Agency”** from time to time or to postpone for any time or from time to time any of the powers exercisable by the DG, A&FW against the **“Project Management Consultant Agency”** and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said **“Project Management Consultant Agency”** or for any forbearance, act or commission on the part of the DG, A&FW or any indulgence by the DG, A&FW to the said **“Project Management Consultant Agency”** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the **“Project Management Consultant Agency”**.
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DG, A&FW in writing.
8. This guarantee shall be valid for a period of one year with effect from (date of LOA).

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022 for \_\_\_\_\_ (Indicate the name of Bank)

**Form-11**

Form of Power of Attorney for Signing Of Proposal  
*(On a Stamp Paper of relevant value)*

**Power of Attorney**

Know all men by these presents, we \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the **“Selection of Project Management Consultant Agency for setup of PMU for successful implementation & completion of the IEC in Haryana”** including signing and submission of all documents and providing information/ responses to DG, A&FW, representing us in all matters before DG, A&FW in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

(Signature)  
 (Name, Title and Address)

I Accept \_\_\_\_\_(Signature) (Name, Title and Address of the Attorney)

**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the **Project Management Consultant Agency**. In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority maybe enclosed in lieu of the power of Attorney.