

MINISTRY OF HEALTH & FAMILY WELFARE



Government of India

Request for Proposal Document

for

Selection of Agency for Organizing Quiz Competition

RFP No. RITES/MSM/NACO/Agency/01/2017

Country: INDIA

Project Name:

National AIDS Control Programme



(Procurement Agent)

Materials System Management Division

RITES Ltd., RITES Bhawan-II, 4th Floor,

Plot No.144, Sector 44

Gurgaon - 122003, Haryana, India

Fax: 91(124)2571659/2571660

Tel: 91(124) 2728-409/422/450

Email: rites_naco@rediffmail.com



Signature :-
Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
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MINISTRY OF HEALTH & FAMILY WELFARE

National AIDS Control Organization

Summary Sheet

Clause Reference	Topic
RFP inviting authority	rites Ltd., rites Bhawan-II, 4 th Floor, Plot No.144, Sector 44 Gurgaon - 122003, Haryana, India Fax: 91(124) 2571659/2571660 Tel: 91(124) 2728-409/422/450 Email: rites_naco@rediffmail.com
Method for obtaining RFP	Bidders can view / download complete bid documents from RITES e-procurement portal https://rites.eproc.in or RITES website http://www.rites.com
Language of bid	Bid should be submitted in the English language only.
Bid validity	Bid must remain valid for 150 days from the last date of submission of the bid.
EMD	The bidder shall furnish, as part of its bid, EMD only in the form of a Demand Draft drawn in favour of "rites LIMITED" for an amount of Rs. 2,00,000 (Two Lakhs only) payable at Gurgaon.
Scope of work	The detailed scope of work is provided in Section 5 – Terms of Reference.
Pre-bid meeting	A pre-bid meeting will be held on date, time and venue mentioned in Important Dates in Timelines for RFP. All the queries should be sent to RFP inviting authority mentioned above on or before date and time mentioned in Important Dates for Timelines through either post or through e-mail. Pre bid Venue :- National AIDS Control Organization(NACO) 9th floor, Chanderlok Building, 36 Janpath, New Delhi
Bid documents	Bidders must submit their Technical and Financial bids online



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Timelines for the Request for Proposal

Sr. No.	Item	Date	Time
1	Issuance of RFP document, by uploading on website	18-12-2017	
2	Date of Pre-Bid meeting for any clarifications /explanation	03-01-2018	14:30Hrs
3	Last date of uploading of Technical and Financial bids	18-01-2018	14:15Hrs
4	Date of opening of Technical Bids	18-01-2018	14:30Hrs
5	Date of presentation by the bidders	24-01-2018	11:00Hrs.
6.	Date of opening of Financial Bids	Will be advised.	



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Section 1. Letter of Invitation

Country : India
Name of Project : National AIDS Control Programme
Services : *Selection of Agency for Organizing Quiz Competition*
RFP No : RITES/MSM/NACO/Agency/01/2017

Dear Sir/Madam:

1. National Aids Control Organization, Ministry of Health & Family Welfare, Govt. of India intends to utilize domestic budget for eligible payments under the contract for *Selection of Agency for Organizing Quiz Competition* for which this RFP is issued under **National AIDS Control Programme**.
2. RITES Ltd. (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India now invites proposals from eligible Agencies for *Selection of Agency for Organizing Quiz Competition* for which this RFP is issued under **National AIDS Control Programme**. More details on the services are provided in the terms of reference (TOR).
3. Bidding will be conducted through the procedures as per the requirements, under GFR 2017 of Ministry of Finance, GOI, as applicable.

Detailed tender document may be downloaded from e-procurement portal (<https://rites.eproc.in>) of RITES prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. *Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the e-procurement portal.*

After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on e-procurement portal on RITES website.



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4. An Agency/Company/Firm will be selected under the **Quality and Cost-based Selection (QCBS) method**, the evaluation procedure for which is described in sections of the RFP. The selection process, as described, will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.

5. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Agency/Consultants
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Form of Contract

Note: Both Technical Proposals and Financial Proposals are to be submitted. Financial Proposals of only those Agencies will be opened who has qualified the minimum technical score. The formats are given in Section 3 and Section 4.

The bidders or their official representatives are invited to attend a pre bid meeting which will take place on **03-01-2018 at 1430 hrs (IST)** at the address mentioned below in S. No. 7. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders.

6 Bidding will be done electronically. Deadline for uploading of bid: **1415 hrs (IST) on 18-01-2018**. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format). In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at RITES Office address before opening of bid. The Bid Security shall be deposited in –“ORIGINAL” in a sealed envelope within a week from the date of opening to the address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below at **1430 hrs (IST) on 18-01-2018**.

**Group General Manager/MSM
RITES Ltd.,
MSM Division, RITES Bhawan-II,
4th Floor, Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India**

7. **Pre bid Venue :-**

National AIDS Control Organization (NACO)
9th floor, Chanderlok Building,
36 Janpath,
New Delhi



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Section 2. Instructions to Agency/Consultants

Definitions	<p>(a) —Client” means the agency with which the selected Agency/Consultant signs the Contract for the Services.</p> <p>(b) —Firm/Agency/Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.</p> <p>(c) —Contract” means the Contract signed by the Parties and all the attached documents</p> <p>(d) —Day” means calendar day.</p> <p>(e) —Government” means the Government of India.</p> <p>(f) —Instructions to Agency/Consultant/Firm” (Section 2 of the RFP) means the document which provides the Agency with all information needed to prepare their Proposals.</p> <p>(g) —LOI (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Agency/Consultant/Firm</p> <p>(h) —Personnel” means professionals and support staff provided by the Agency/ Consultant or by any Sub- Agency/Consultant and assigned to perform the Services or any part thereof</p> <p>(i) —Proposal” means the Technical Proposal and the Financial Proposal.</p> <p>(j) —RP” means the Request For Proposal to be prepared by the Client for the selection of Agency/ Consultants/Firm,</p> <p>(k) —Services” means the work to be performed by the Agency/Consultant/Firm pursuant to the Contract.</p> <p>(l) —SubAgency/Consultant” means any person or entity with whom the Agency/Consultant subcontracts any part of the Services.</p> <p>(m) —Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Agency/Consultant/Firm, and expected results and deliverables of the assignment.</p>
Scope of Bid	RITES Ltd., RITES Bhawan-II, 4th Floor, Plot No.144, Sector 44, Gurgaon-122003 (Haryana), India for and on behalf of Ministry of Health & Family Welfare (Govt. of India) invites Proposals through E-Tendering system from eligible Agencies for Selection of Agency for Organizing Quiz Competition for which this RFP is issued under National AIDS Control Programme
1 Introduction	RITES Ltd. (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India will select



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	<p>a consulting firm/organization (the Agency/Consultant), in accordance with Quality and Cost-based Selection (QCBS) method</p> <p>The Agency/Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required i.e., Selection of Agency for Organizing Quiz Competition. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Agency/Consultant.</p>
<p>1.1 Source of Funds:</p>	<p>The Government of India</p>
<p>1.2 Fraud and Corruption</p>	<p>It is the Government of India policy that Bidders/Agency's/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Client :</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and</p> <p>(ii) "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract</p>



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	<p>In pursuance of the policy defined in Clause 1.2 above, the Client will cancel the Contract for services if it at any time determines that corrupt or fraudulent or collusive or coercive practices were engaged during the procurement or the execution of the Contract.</p> <p>Agency/Consultants, their Sub-Agency/Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices.</p> <p>Agency/Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Agency/Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).</p>
1.3 Debarment/ Blacklisting	<p>Any debarment/blacklisting by MOH&FW, GOI, or any other Central Govt. Department or State Government which is still effective on the date of opening of bid will make the bidder ineligible to participate in that bidding process. A debarment/ blacklisting by other agencies will not be considered.</p> <p>The bidder who is offering its services will submit an undertaking to the above effect.</p> <p>If it is found after issue of contract that the Agency has concealed the information of debarment/blacklisting as mentioned above then the contract is liable to be terminated and suitable action will be taken as per the terms of the contract.</p>
1.4 Eligibility of Sub-Agency/ Consultants	<p>Proposals can be submitted individually by a firm or by an association of firms. However, in the case of an association, the partners to the association will be severally and jointly responsible for the execution of the Contract. Lead partner should be declared in an association.</p>
1.4.1 Conflict of Interest	<p>The Government of India policy requires that Agency/Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>Without limitation on the generality of the foregoing, Agency/Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p>
1.4.2 Conflicting activities	<p>Agency that has been engaged by the Client to provide goods, works or services other than Agency/Consulting services for a project, and any of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a firm hired to provide services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to</p>



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	the firm's services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
1.4.3 Conflicting assignments	Agency/Consultant (including its Personnel and Sub-Agency/Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency/Consultant to be executed for the same or for another Client. For example, a Agency/Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Agency/Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise Clients of, such assets. Similarly, a Agency/Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
1.4.4 Conflicting relationships	<p>Agency/Consultant (including its Personnel and Sub-Agency/Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Contract.</p> <p>Agency/Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency/Consultant or the termination of its Contract.</p> <p>No agency or current employees of the Client shall work as Agency/Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Agency/Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Agency/Consultant as part of his technical proposal.</p>
1.5 Origin of Agency/Consultancy Services	India
1.6 Only one Proposal	Agency/Consultants may only submit one proposal. If a Agency/Consultant submits or participates in more than one proposal,



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	such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Agency/sub-Consultant, including individual experts, in more than one proposal.
1.7 Proposal Validity	<p>Agency/Consultants' Proposals must remain valid for 150 days after the deadline for submission of proposals, i.e. up to 17-06-2018. During this period, Agency/Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Agency/Consultants to extend the validity period of their proposals. Agency/Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Agency/Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Agency/Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p> <p>Bidder shall not be entitled during this period to revoke/alter/modify/vary the content of bid or any terms thereof. In such case of making any variation subsequent to submission of bid on their own, the offer shall be treated as “REJECTED” and EMD shall be forfeited without any reference to the bidder.</p>
1.8 Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
1.9 Language of Bid	The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language.
2. Clarification and Amendment of RFP Documents	<p>Agency/Consultants may request a clarification not later than ten days before the proposal submission date. Any request for clarification must be sent in writing, The address for requesting clarifications is:</p> <p style="text-align: center;">Group General Manager/MSM RITES Ltd., MSM Division, RITES Bhawan-II, 4th Floor, Plot No.144, Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/422/450 Email: rites_naco@rediffmail.com</p> <p>The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all</p>



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	<p>Agency/Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification.</p> <p>At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the RITES website and e-Procurement portal. To give Agency/Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
<p>2.1 Accessing Of RFP Documents</p>	<p>(a) To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with e-procurement portal https://rites.eproc.in.</p> <p>(b) Bidder should enroll themselves on the e-procurement portal by clicking the option —NewRegistration” link available on the home page. <i>A Bidder Registration link containing the detailed guidelines for e-procurement system is available on the RITES e-procurement portal.</i> During registration, the bidders should provide the correct/true information including a valid email-id. All correspondence shall be made directly with the contractors/bidders through the email-id provided. The registration charges are INR 3900 plus GST and this is required to be paid to M/s C1 India Pvt. Ltd. through integrated E-payment gateway. The registration will be approved only after receipt of payments. Validity of registration is for three years. In case of any difficulty faced during registration you are requested to contact e-Tendering Helpdesk Number provided on E-Procurement portal.</p> <p>(c) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link http://www.cca.gov.in.</p> <p>(d) Bidders can view / download complete bid documents from RITES e-procurement portal https://rites.eproc.in or RITES website http://www.rites.com</p> <p>(e) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.</p> <p>(f) <u>Following may be noted:</u></p> <p>(i) Bids can be submitted only during validity of registration of bidder with RITES e-procurement portal.</p> <p>(ii) The amendments / clarifications to the bid document, if any, will be posted on e- procurement portal / RITES website only.</p>



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	(iii) If the firm is already registered with e-procurement portal of RITES and validity of registration has not expired, the firm is not required for fresh registration.						
2.2 Pre Bid Meeting	<p>Agency/Consultants are encouraged to attend a pre-proposal conference to be held on 03-01-2018. Attending the pre-proposal conference is optional. The venue of Pre bid Meeting is</p> <p style="text-align: center;">National AIDS Control Organization (NACO) 9th floor, Chanderlok Building, 36 Janpath, New Delhi Ph no :- 9718513008</p> <p>The Client will timely provide at no cost to the Agency/Consultants the inputs and facilities required for performing the services.</p> <p>Agency/Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency/Consultants.</p>						
3. Preparation of Proposals	<p>The Proposal, as well as all related correspondence exchanged by the Agency/Consultants and the Client, shall be written in English</p> <p>In preparing their Proposal, Agency/Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p> <p>While preparing the Technical Proposal, Agency/Consultants must give particular attention to the following:</p> <p>(a) The budget for the project is Rs 0.75 Cr.</p> <p>(b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</p>						
3.1 Eligibility Requirements for the Agency	<p>Bidder should qualify the following eligibility conditions:</p> <table border="1"> <thead> <tr> <th>S No.</th> <th>Experience Required</th> <th>Documents Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Incorporation: The company/bidder shall be a legal entity as per the GOI rules/regulations and laws of the land. The agency should be registered under Indian Companies Act. Additionally, it must have been in operation for at least 3 years on the date of</td> <td>Certificate of Incorporation issued by the Registrar of Companies, India</td> </tr> </tbody> </table>	S No.	Experience Required	Documents Required	1	Incorporation: The company/bidder shall be a legal entity as per the GOI rules/regulations and laws of the land. The agency should be registered under Indian Companies Act. Additionally, it must have been in operation for at least 3 years on the date of	Certificate of Incorporation issued by the Registrar of Companies, India
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PB : 012306_B,012537_B
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		application.	
	2	Presence: The agency should have conducted and organized full-fledged, on-stage school quizzes in Tier I and Tier II cities as well as the schools located in non-urban areas across the country.	Copy of Certificate from Government/School Authority duly notarized.
	3	Expertise: The agency should have minimum 3 years experience of conducting Quiz contests including development of content, and should have successfully conceptualized and conducted national level quizzes and events on behalf of Government bodies.	Statement in support of its proven track record along with copy of Client Work order/client certificate clearly mentioning the scope of work duly notarized
	4	Turnover: The Agency must have an annual turnover of at least Rs 2 crores in at least one of the last 3 financial years.	A certificate to this effect Duly certified by the statutory auditor of the bidder in original must be submitted. or Audited financial statements of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns duly certified by the statutory auditor of the Company.
	5	The bidder shall not have been blacklisted by any of the Departments/Ministries/Organization of the Government of India.	A duly signed undertaking to this effect must be submitted.
	6	The bidder must be a registered firm/company, having appropriate licenses like PAN, TIN, TAN, GST Number etc. in their own name.	Copy of the licenses, attested by the statutory auditor must be submitted



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<p>3.2 Technical Proposal Format and Content</p>	<p>Depending on the nature of the assignment, Agency/Consultants are required to submit a complete Technical Proposal; RFP document indicates the format of the Technical Proposal to be submitted.</p> <ul style="list-style-type: none"> • A brief description of the Agency/Consultants’ organization and an outline of recent experience of the Agency/Consultants and, in the case of association, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Agency/Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Agency/Consultant’s involvement. Information should be provided only for those assignments for which the Agency/Consultant was legally contracted by the client as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Agency/Consultant, or that of the Agency/Consultant’s associates, but can be claimed by the Professional staff themselves in their CVs. Agency/Consultants should be prepared to substantiate the claimed experience if so requested by the Client. • Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3). • A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity. • The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3). • CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). <p>The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.</p>
<p>3.3 Financial Proposals</p>	<p>The Financial Proposal shall be prepared using the attached Standard Form (Section 4). It shall list all costs associated with the assignment,</p>



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	including (a) Agency cost and (b) Reimbursable expenses. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
3.4 Taxes	<p>The Agency/Consultant may be subject to all taxes (such as: GST, social charges or income taxes, duties, fees, levies) on amounts payable by the Client under the Contract. Agency/Consultants are responsible for payment of all taxes as applicable. Agency/Consultants are requested to consult Tax Consultants for details.</p> <p>Agency/Consultants may express the price of their services in Indian Rupees</p>
4. Submission, Receipt, and Opening of Proposals	<p>The original proposal (Technical Proposal and, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agency/Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.</p> <p>An authorized representative of the Agency/Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.</p>
4.1 Modification/ Substitution/ Withdrawal Of Bids	<p>The Bidders shall submit offers which comply strictly with the requirements of the RFP Document as amended from time to time.</p> <p>The bidder can modify, substitute, re-submit or withdraw its e-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of Bid Security.</p> <p>Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by RITES, shall be disregarded.</p> <p>For modification of e-bid, bidder has to detach its old bid from e-procurement portal and upload / re-submit digitally signed modified bid.</p> <p>For withdrawal of bid, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-bid.</p> <p>After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the</p>



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	<p>particular tender and will also act as an entry pass to participate in the bid opening.</p> <p>The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.</p> <p>All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.</p> <p>The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.</p>
<p>4.2 Earnest Money Deposit (EMD)</p>	<p>The bidder shall furnish, as part of its bid, EMD only in the form of a Demand Draft drawn in favour of “RITES LIMITED” for an amount of Rs. 2,00,000 (Two Lakhs only) payable at Gurgaon</p> <p>The Bidder shall furnish, as part of its technical bid, a scanned copy of bid security (Either in PDF or zip format). The Bid Security shall be deposited in “ORIGINAL” in a sealed envelope within a week from the date of opening of bids to :</p> <p style="text-align: center;">Group General Manager/MSM RITES Ltd., MSM Division, RITES Bhawan-II, 4th Floor, Plot No. 144, Sector 44, Gurgaon – 122003, Haryana, India</p> <p>If the amount of bid security furnished is less than the required or the Bid security cannot be encashed due to any reason, the bid will be treated as non-responsive.</p> <p>In case the bidder fails to submit original bid security within a week of bid opening, the bids would be treated as unresponsive, the bid shall be rejected and the bidder shall be debarred from tendering in RITES Ltd. for a period of 02 (two) years, unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons. The envelope should bear the tender details (RFP No., RFP name).</p> <p>The bidders are required to upload the scanned copies of the instruments for payment of Bid Security in an acceptable form. In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at RITES Office address before opening of bid.</p> <p>The bid securities of unsuccessful Bidders will be returned as promptly as possible. Please note that Bid security shall not carry any interest.</p>



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	<p>The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.</p> <p>The bid security may be forfeited</p> <ul style="list-style-type: none"> (a) if the Bidder withdraws its bid (b) if the Bidder does not accept the correction of its bid price or (c) in the case of a successful bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance security, or (iii) In case of any false, incorrect or misleading information provided in the bid.
<p>4.3 Bid Opening</p>	<p>The Client will open all Technical bids, in the presence of Bidders' representatives who choose to attend, at 1430 hrs (Indian Standard Time) on 18.01.2018 at the following address:</p> <p style="text-align: center;">RITES Ltd., MSM Division, RITES Bhawan-II, 4th Floor, Plot No. 144, Sector 44, Gurgaon – 122003, Haryana, India</p> <p>—If the event of the specified date of the bid opening being declared a holiday for the Client, the technical bids shall be opened at the appointed time and Location on the next working day.”</p> <p>Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at RITES e-procurement portal.</p> <p>Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the Bid Document.</p> <p>It will be the bidder's responsibility to check the status of their Bid online regularly after the opening of bid till award of work. Additionally, information shall also be sent by system generated e-mail to bidder regarding deficiencies in the documents, if any and also request for clarification from the bidder. A system generated SMS alert will also be sent to the bidder. No separate communication will be sent in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time.</p>



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	<p>The bids will be evaluated for qualifying criteria as mentioned in bid document hereinbefore. RITES shall not be responsible for any postal delay in receipt of all original documents including the Bid Security. In case of non-receipt of the document in original within the aforesaid period, the bid will be treated as non- responsive.</p> <p>From the time the Technical Proposals are opened to the time the Contract is awarded, the Agency/Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Agency/Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Agency/Consultants’ Proposal.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded</p> <p>The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score .</p>
<p>5.Proposal Evaluation s</p>	<p>Evaluation Process</p> <ul style="list-style-type: none"> i. Each agency should submit a proposal along with a write-up, elaborating its approach towards the event, how it intends to execute the task laid out and a description on why it considers itself suitable and deemed fit for award of this work' ii. An Evaluation Committee would be in charge of the evaluation of the proposals (as well as all other supporting documents) to the proposal and may at any stage seek additional documents as considered necessary' iii. The responses would be considered as per the criteria stated below & the supporting documents submitted, and the mandatory written statement expected from every agency. iv. The decision of the Evaluation Committee is final and binding. Any form of further correspondence post the evaluation procedure would not be entertained' v. RITES reserves the right to reject any or, all proposals.
<p>5.1 Evaluation of Technical Proposal</p>	<p>Each responsive proposal will be evaluated out of maximum of 100 marks as per following criteria:</p> <p>Qualification Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p>



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Sr.	Description of each evaluation criteria	Marks
1	Past Experience in work of similar nature: Bidder with experience of 4 years and above – 10 Marks Bidder with experience between 3 to 4 years – 8 Marks	10
2	Team composition Composition of the project team and details of specific qualification, skill/competencies /expertise of the key professional staff.	20
3	Work schedule.	10
4	Innovativeness in presentation style of Quiz	10
5	Presentation by the Agency on Concept and Plans for execution of the programme (The bidder will be required to make a presentation on its proposal covering Implementation Methodology, Team composition, work schedule & Design of Quiz)	30
6	<u>Event Management Experience</u> Bidder/organization should have organized similar events at National/ State Level for which logistic arrangements were made *. Company organized more than 5 events during last 2 years- 20 Marks Company organized 3 to 5 events during last 2 years- 10 Marks Higher weight age will be given for National Events *Only completed work will be considered for evaluation. In case of ongoing, the work order start date should be one year before the date the tender due date	20
		100
The minimum technical score (St) required to pass is: 70 Points.		
5.2 Public Opening and Evaluation of Financial	After the technical evaluation is completed the RITES shall inform the Agency/Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those	



<p>Proposals</p>	<p>Agency/Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP, that their Financial Proposals will not be opened. RITES shall simultaneously notify in writing Agency/Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Agency/Consultants sufficient time to make arrangements for attending the opening. Agency/Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>Financial Proposals shall be opened publicly in the presence of the Agency/Consultants' representatives who choose to attend. The name of the Agency/Consultants, and the technical scores of the Agency/Consultants shall be read aloud. The total prices read aloud and recorded. Copy of the record shall be sent to all Agency/Consultants.</p> <p>The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated herein. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1): $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>FINANCIAL BIDS OF ONLY THOSE BIDDERS WHO MEET THE MINIMUM TECHNICAL CRITERIA WOULD BE OPENED. The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below: The bidder with lowest financial bid will be awarded 100% score.</p> <p>Combined Evaluation:</p> <p>The bid will be evaluated on the basis of combined score obtained in technical and financial evaluation. The weightage for technical and financial scores will be given in the ratio of 70:30 and adding them up. On the basis of combined weighted score for technical and financial bids, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest combined score in evaluation will be ranked as L-1 followed by the proposals securing lesser marks as L2, L3, etc. The bidder securing the highest combined marks will be considered for award of the contract (L1 bidder).</p>
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	<p>Example:</p> <p>As an example, the following procedure will be followed. The minimum qualifying marks for technical qualifications is 75 points and the weightage of the technical bids and financial bids is kept as 70: 30. Assuming that in response to the RFP, 3 proposals, A, B & C are received. The technical evaluation committee awards them 75, 80, and 90 points respectively. The minimum qualifying marks are 70 points. All the 3 proposals are, therefore, found technically suitable and their financial proposals will be opened on the specified date and time. Assuming that the evaluation committee examines the financial proposals and the quoted total bid values are as under:</p> <p><u>Proposal Total Bid Value</u></p> <p>A : INR 120</p> <p>B : INR100</p> <p>C : INR 110</p> <p>Using the formula {(LTV / TBV x 100) % adjusted to 2 decimal}, where LTV stands for Lowest Total Bid Value and TBV stands for Total Bid Value, the committee will give them the following points for financial bids:</p> <p>A : $100 / 120 \times 100 = 83$ points B : $100 / 100 \times 100 = 100$ points C : $100 / 110 \times 100 = 91$ points</p> <p>In the combined evaluation, thereafter, the evaluation committee will calculate the combined technical and financial score as under:</p> <p>Proposal A : $75 \times 0.70 + 83 \times 0.30 = 77.4$ points Proposal B : $80 \times 0.70 + 100 \times 0.30 = 86$ points Proposal C : $90 \times 0.70 + 91 \times 0.30 = 90.3$ points</p> <p>The three proposals in the combined technical and financial evaluation will be ranked as under:</p> <p>Proposal A: 77.4 points : L3</p> <p>Proposal B: 86 points : L2</p> <p>Proposal C: 90.3 points : L1</p> <p>Proposal C at the total bid value of INR 110 will, therefore, declared as winner (L1) and recommended for approval, to the competent authority in normal course.</p>
<p>5.3 Correction of Errors</p>	<p>Arithmetical errors will be rectified as follows. 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 or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall</p>



	<p>be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.</p>
5.4 Confidentiality	<p>Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders</p> <p>Any effort by the bidder to influence the Client in the Client's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid</p> <p>From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Client on any matter related to its bid, it should do so in writing</p>
6. Negotiations	<p>Negotiations, if considered necessary, shall be held only with the Bidder who shall be placed as L -1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Bidder. Date and Time for negotiation shall be communicated to the L-1 Bidder. Representatives conducting negotiations on behalf of the bidder must have the written authority to negotiate and conclude the contract.</p>
7 Availability of Professional staff/experts	<p>Having selected the Agency/Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff 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 for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Agency/Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.</p>
8. Award of Contract	<p>The contract shall be awarded on the basis of the highest combined score.</p> <p>In the event of a tie in the final scores, the agency having the highest technical marks would be declared as L1.</p> <p>During the period, no request for increase in quoted rates shall be accepted under any circumstances.</p>
9 Unfair Advantage	<p>If a shortlisted Agency/Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted</p>



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	Agency/Consultants together with this RFP all information that would in that respect give such Agency/Consultant any competitive advantage over competing Agency/Consultants.
10 Copyright:	All the content developed under this project will be the property of the Ministry of Health and Family Welfare, and will be the copyright of MoHFW. The Agency shall not use or distribute any of this material to third party without express permission of MOHFW.
11 Reporting	The agency must submit weekly Report to MOHFW on the progress made on various deliverables as outlined in section-5- Terms of Reference.



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TO : 012306_B,012537_B
Date : 2017-12-18 17:38:06.47

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Agency/Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

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Signature :-
 Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
 OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
 a94fb22295318041a2334e74ab9d6bd334e3cda957d130823
 1a, O=RITES LIMITED, C=IN
 User ID : 012772 B
 Serial No : 53794B27
 PB : 012306_B,012537_B
 TO : 012306_B,012537_B
 Date : 2017-12-19 17:38:06.47

Form TECH-1: Technical Proposal Submission Form

To:

RITES Ltd.,

on behalf of Ministry of Health & Family Welfare, Govt. of India

Dear Sirs:

Having examined the RFP, Annexures and addenda numbers _____ thereto, we, the undersigned, in conformity with the said RFP, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid. We acknowledge having received the following addenda / pre-bid clarifications to the RFP:

Addendum No.	Dated

We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, suggestions if any, found in our bid shall not be given effect to.

We undertake, if our bid is accepted, to provide the services comprised in the RFP within time frame specified, starting from the date of receipt of notification of award from RITES. We agree to abide by this bid for a period of 150 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract in the form to be communicated by RITES, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this bid.

We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, RITES reserves all the rights to terminate the contract and appropriate penalty will be borne on us.

We hereby confirm that we do not have any conflict of interest. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding agreement.



Signature :-
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As security for the due performance of the undertaking and obligation of the bid we submit herewith a Demand Draft bearing number _____ dated _____ drawn in favour of **“RITES Limited”** for an amount of Rs 2,00,000/- (Rupees Two Lakhs only) payable at Gurgaon.

Particulars	Primary Contact	Secondary Contact
Name		
Title		
Company		
Address		
Phone		
Mobile		
Email		
Fax		

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us and will be valid for 150 days from the date of submission of proposal.

Dated this _____ day of _____ 2017

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



Signature :-
 Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
 OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
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Form TECH-2: Agency/Consultant's Organization and Experience

A - Agency/Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]



Signature :-
Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
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1a, O=RITES LIMITED, C=IN
User ID : 012772 B
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B - Agency/Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Approx. value of the contract (in Indian Rupees):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Number of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Indian Rupees):
Start date (month/year): Completion date (month/year):	Number of professional staff-months of value of services provided by associated Agency/Consultants:
Name of associated Agency/Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Kindly indicate whether your agency has been blacklisted/ debarred by any client in the past. If yes, kindly provide complete details.	

Firm's Name:



Signature :-
 Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
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 PB : 012306_B,012537_B
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Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]



Signature :-
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B - On Counterpart Staff and Facilities

[Comment here on facilities to be provided by the Client according to Paragraph 1.4 of Section 2 read alongwith Section 5 Terms of Reference including: administrative support, office space, equipment, data, etc.]



Signature :-
Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
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Form TECH-4: Description of Approach, Methodology for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following **two** chapters:

- a) Technical Approach and Methodology, and
- b) Organization and Staffing,

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.



Signature :-
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Form TECH-5: Team Composition and Task Assignments

1. Professional Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned



Signature :-
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OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
a94fb22295318041a2334ec74ab9d6bd334e3cda957d130823
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User ID : 012772_B
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Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [only one candidate shall be nominated for each position]:
2. Name of Staff [Insert full name]:
3. Date of Birth: _____ Nationality: _____
4. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
5. Membership of Professional Associations:
6. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
7. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

Employer:

Positions held:

<p>10. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
---	---



Signature :-
 Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
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12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: Day/Month/Year

Full name of authorized representative:

(Maximum 2 pages)



Signature :-
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OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
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User ID : 012772 B
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TG : 012306_B,012537_B
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Form TECH-7: Staffing Schedule



Signature :-
Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
a94fb22295318041a2334ec74ab9d6bd334e3cda957d130823
1a, C=RITES LIMITED, C=IN
User ID : 012772 B
Serial No : 53764B27
PB : 012306 B,012537 B
TQ : 012306 B,012537 B
Date : 2017-12-18 17:36:06.47

Form TECH-8 Work Schedule



Signature :-
Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
a94fb22295318041a2334ec74ab9d6bd334e3cda957d130823
1a, C=RITES LIMITED, C=IN
User ID : 012772 B
Serial No : 53764B27
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Form TECH-9 Format of Undertaking

Bidder should provide an undertaking in the format given below on the letterhead of the bidder's organization.

[On the letterhead of the organization]

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), as on date of submission of the bid, the bidder has not been blacklisted by any Government entity in India.

It is certified that the information furnished here in and as per the bid / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information / documents.

We have read the provisions of the RFP. We understand that any additional conditions, deviations, suggestions, assumptions, if any, found in our bid shall not be given effect to and shall not be binding on RITES in case our bid is accepted.

We further certify that:

- All the content developed under this project will be the property of the Ministry of Health and Family Welfare, and will be the copyright of MOHFW. The Agency shall not use or distribute any of this material to third party without express permission of MOHFW
- We understand that any component or service required for completion of the project will be made available by us without any additional financial implication, except those explicitly mentioned in the RFP, to the RITES.

We indemnify

- RITES (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
 - i. Non-compliance with Laws/Governmental requirements IP infringement
 - ii. Negligence and misconduct of its employees, and its vendors
 - iii. Arising out of claims made by its customers and/or regulatory authorities.

Dated this _____ day of _____ 2017

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:



Signature :-
Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
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Form TECH-10 Format of Power-of-Attorney for signing of bid

POWER OF ATTORNEY

(On Stamp Paper of Rs 100/-)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms(full name and residential address) 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 bid document for **Selection of Agency for Organizing Quiz Competition** in response to the RFPs invited by Ministry of Health and Family Welfare (referred to as RITES), including signing and submission of all documents and providing information / responses to RITES in all matters in connection with our bid.

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 and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2017

For

(Signature)

(Name, Designation and Address) Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

Note:

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 and when it is so required the same should be under common seal affixed in accordance with the required procedure. In addition, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder. In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.



Signature :-
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Date : 2017-12-18 17:36:06.47

Form TECH-11 Format for Financial Details

Overall Turnover

We hereby certify that total annual turnover and average turnover of M/s _____ (name of the bidder) for the last three years as given below:

Annual turnover for the last 3 Financial Years in Indian Rupees (in Crores)		
Year (2014-2015)	Year (2015-2016)	Year (2016-2017)

Certificate of Incorporation

Bidder Name:	
Incorporated as _____ in year _____ at _____.	
Registration Number	

Supporting Documents: Please provide copy of Certificate of Incorporation

(Signature of Statutory Auditor/CA) Name
of Statutory Auditor/CA: Name of Statutory
Auditor/ca Firm: Seal



Signature :-
Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
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Date : 2017-12-18 17:36:06.47

Check List

	Description/Documents	Documents submitted
1.	Earnest Money Deposit (EMD) along with technical bid.	
2.	Incorporation: The company/bidder shall be a legal entity as per the GOI rules/regulations and laws of the land. The agency should be registered under Indian Companies Act. Additionally, it must have been in operation for at least 3 years on the date of application.	
3.	Presence: The agency should have conducted and organized full-fledged, on-stage school quizzes in Tier I and Tier II cities as well as the schools located in non-urban areas across the country.	
4.	Expertise: The agency should have minimum 3 years experience of conducting Quiz including development of content, and should have successfully conceptualized and conducted similar national level quizzes and events on behalf of Government bodies.	
5.	Turnover: The Agency must have an annual turnover of at least Rs 2 crores in at least one of the last 3 years.	
6.	The bidder shall not have been blacklisted by any of the Departments /Ministries /Organization of the Government of India.	
7.	The bidder must be a registered firm/company, having appropriate licenses like PAN, TIN, TAN, GST Number etc. in their own name.	
8.	Details of the team proposed to be deployed to work with the Ministry, with qualifications and experience of the team members must be provided	



Signature :-
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	Description/Documents	Documents submitted
9.	An undertaking on the letterhead of the Agency and signed by an authorized signatory, that the Agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the Agency in the financial proposal (the cost is not to be indicate in the undertaking).The above undertaking submitted by the agencies would be binding on the Agency.	

The Technical Proposal shall not include any financial information.



Signature :-
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Section 4. Financial Proposal - Standard Forms

(Only for information, Financial Proposal will be separately invited)

[Comments in brackets [] provide guidance to the shortlisted Agency/Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Form FIN- 1	Financial Proposal Submission Form	45
Form FIN-2	Summary of Costs	46
Form FIN-3	Breakdown of Costs by Activity	47



Signature :-
Subject : CN=CHANDAN KUMAR, ST=Haryana, OID.2.5.4.17=122001,
OU="MSM,CID - 5880179", OID.2.5.4.20=01453eacae8a
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Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To:

RITES Ltd.,

on behalf of Ministry of Health & Family Welfare, Govt. of India

Dear Sirs:

We, the undersigned, offer to provide the Consulting/Agency services for **Selection of Agency for Organizing Quiz Competition** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal,

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely –Prevention of Corruption Act, 1988.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.



Signature :-
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Form FIN-2: Summary of Costs

Item	Costs
Total Costs of Financial Proposal ¹	

The Agency/Consultant must quote fixed price in Indian rupees. Variable price proposals will be treated as non responsive and summarily rejected

The total fee should be inclusive of all the taxes including the GST, expenditure on manpower such as daily allowances, traveling expenses etc. The Bidder should estimate the approximate duration of stay of Personnel at quiz point and include the expenditure thereof in the total fee quoted. Client will not provide any facilities (like guest house or vehicles).

The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

All prices should be quoted in Indian Rupees and indicated both in figures and words.



Signature :-
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Form FIN-3: Breakdown of Costs by Activity

Name of Agency:

Address:

Date:

A. Agency Costs

Sl.	Item	Rate (Rs.)	Nominal Quantity	Unit	Cost (Rs.)
		A	B		A x B
1	Development of Name, Mascot, Logo, Promotional materials, mementos and Certificates		1	Lump-sum	
2	Design of Online Platform		1	Lump-sum	
3	Conducting Quiz contest at College Level, provision of all materials required for conduct of quiz, photography.		3600 (12*3*100)	Per participant	
4	Conducting Quiz contest at State / Regional Level, including hiring of venue and provision of all equipment and materials required for conduct of quiz, photography and videography.		6	Per event	
5	Conducting Quiz contest at Semi-Final and Final level, including hiring of venue and provision of all equipment and materials required for conduct of quiz, photography and videography.		2	Per event	
6	Design of the set for Semi-Final and Final Quiz rounds		1	Lump-Sum	
7	Construction of the set for Semi-Final and Final Quiz rounds		1	Lump-Sum	
8a	Cost of Mementos for those qualified for Regional Level rounds		72	Per participant	
8b	Cost of Mementos for those		24	Per	



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Sl.	Item	Rate (Rs.)	Nominal Quantity	Unit	Cost (Rs.)
		A	B		A x B
	qualified for Semi Final Rounds			participant	
9	Cost of Certificates for participants of College Level Rounds (on thick paper, pre-printed with logo etc)		3600	Per participant	
10	Others Expenses (if any, Lump-Sum)				
A1	Total Agency Cost				
A2	Applicable Tax (in %)				
A3	Total Agency Cost including Tax				

Note: The quantities shown in the column –nominal quantity” are purely indicative and are shown for the purpose of computing the Cost for comparison of the bid prices. The actual quantities will be decided in consultation with NACO and payment will be made on the basis of actual quantities.

B. Reimbursable Costs

Sl.	Item	Rate (Rs.)	Nominal Quantity	Unit	Cost (Rs.)
		A	B		A x B
1	First Prize				
2	Second Prize				51,000
3	Third Prize				31,000
4a	Lodging and boarding cost of participants (Max 72) and Quiz Masters (team) at Regional level rounds (Twin sharing, Max Rs 2000 per person per day)				21,000
4b	Lodging and boarding cost of participants (Max 24) and Quiz Masters (team) at Semi-Final rounds in New Delhi (Twin sharing, Max Rs 3500 per person per day)				
4c	Lodging and boarding cost of participants (Max 06) and Quiz Masters (team) at				



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Sl.	Item	Rate (Rs.)	Nominal Quantity	Unit	Cost (Rs.)
	Final level rounds in New Delhi (Twin sharing, Max Rs 3500 per person per day)				
5	Travel Cost by Air (Economy class)				
6	Travel Costs by Train (AC 3-Tier)				
7	Local Transportation (AC cab, twin sharing)				
B1	Total Reimbursable cost				
B2	Applicable Taxes(in %)				
B3	Total Reimbursable Cost including Tax				

C. Total Cost of Financial Proposal (A3 + B3):

Note:

The prices stated in the proposal shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The quoted price should includes photography, videography, logistics and supply of quiz questions, related key, provision of equipments related to conducting the event.

Rates are to given in rupees (INR) only.

Signature of the Authorized Signatory

Name & Address of the Bidder:



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Section 5 Terms of Reference

Back Ground:

The National AIDS Control Organization (NACO), established in 1992, is a division of India's Ministry of Health and Family welfare that provide leadership to HIV/AIDS control programme in India through 36 HIV/AIDS prevention & control societies and is the nodal organization for formulation of policy and implementation of program for prevention and control of HIV/AIDS in India. There are numerous flagship initiatives has undertaken by NACO at national as well as state level like Red Ribbon Express, Mobile Application and National Helpline are name to be few.

Young people (aged 15-29 years) constitute almost 40 Crore and represent one third of the India's population. Adolescents aged (10-19 years) constitute 32.5 Crore of the population, which is one fourth of the total population. Compared to earlier generations, the condition of the present day Youth in India has considerably improved; they are healthier, more urbanized and better educated than ever before. Nonetheless, the majority continues to experience major constraints in making informed and healthy life choices.

It is generally acknowledged that a significant proportion of Youth are exposed to high risk behavior or unwanted sexual activity. This is generally because the Youth of today are exempted from the availability of correct, conscience and adequate information on how to adapt better and healthy life skills decisions. The young generation today, also, does not receive or have prompt and appropriate care and thus, they experience adverse reproductive and other health concerning issues. It is estimated that over 35 percent of all reported HIV incidences in India occur among young people (aged 15-29 years).

Keeping in view the above factors NACO is implementing special interventions for Youth through following programmes

Adolescence Education Programme (AEP)

The AEP is implemented in secondary and senior secondary schools to build-up life skills of adolescents to cope with the physical and psychological changes associated with growing up. Under the programme, sixteen hour sessions are scheduled during the academic terms of classes IX and XI using module for training of teachers and transaction of AEP in Classroom. The programme is running in more than 53000 schools across the country.

Red Ribbon Clubs (RRC)

The purpose of Red Ribbon Club formation in colleges is to encourage peer-to-peer messaging on HIV prevention and to provide a safe space for young people to seek clarifications of their doubts and on myths surrounding HIV/AIDS. The RRCs also promote voluntary blood donation among youth. More than 12000 clubs are functional and are being supported for these activities.



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Out of School Youth

The purpose of out of School intervention is to reach out to youth who are not within the education system with messages and awareness to promote attitude and behaviour that prevent the transmission of STI / HIV and address vulnerabilities through informed decisions and safer behaviour in a non-judgmental manner. NACO is implementing this intervention through NYKS and NIOS.

Although NACO is successfully implementing above interventions for Youth, but to achieve NACP objective of accelerated reversal and integrated response, there is a need to address youth specific needs through a comprehensive approach. There is lack of access, availability and Linkages with youth friendly services which need attention and strengthening. As well, as there is a need to focus and scale up youth interventions in selected vulnerable states.

In this regard, an innovative pilot campaign is proposed to strengthen the activities under Red Ribbon clubs.

The objectives of the campaign are as below

- By Providing interactive platform for information exchange on issues related to Health & Well being
- To remove Social Taboos & myths
- To discuss reproductive Health issues
- To provide knowledge on diet & nutrition, Sanitation and hygiene.
- To reduce stigma and discrimination

Timeline- The work should be completed within 3 months of start date. The start date will be intimated to the Agency.

1. Scope of Work to be done by the Agency:

- a. The Agency shall conceive and develop the name of the event / campaign in consultation with NACO.
- b. It shall assist in designing its mascot and its costume
- c. The Agency shall be responsible for developing the methodology and conducting quiz competitions including logistics, supplying all quiz related materials and equipments, related key, questions etc for conducting the events. The list of technical equipment may include props, buzzers, sound system, stage set-up, laptop projectors, plasma screen with masking for contestants, podium, mike plus backup, laptop with audio cable and DI box, extension box or power point for Buzzer light, extension box for 5 point in console, podium with buzzer cut out for light, headset mike for quiz master, cordless hand mike, participant's name card, backdrop, and other technical equipment, manpower etc. as needed for the conduct of quiz.
- d. It shall conceive, develop and frame question sets and content in general for the multiple chosen topics of the quiz with careful regard to the composition of



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participants and the sensitivity of the topic. The question sets, video clips etc is required to be approved by NACO.

- e. The agency shall identify hotspots in partnership with NACO, reach out to prospective colleges with high functioning RRCs, and coordinate suitable dates with college authorities in partnership with RRCs. The agency shall liaison with the college authorities and fix the time-venue and quizzing methodology to be adopted in close coordination with SACS.
- f. **Development of Quiz Programme:** The entire Quiz programme will be developed and managed by the Service provider/Agency. The Agency will interact with various participant organizers to understand the functional requirement for conducting the Quiz. The Agency will also prepare structure of the quiz in consultation with Quiz masters and NACO / SACS. The Agency will ensure the smooth running of the quiz programme.
- g. **Selection of Quiz Masters:** The profile of quiz masters for conduct of the quiz shall be decided by the Agency and included in their proposal. The Agency is not authorised to select the quiz masters without NACO's concurrence. NACO will approve selection of Quiz Master after due diligence. The payment to Quiz Masters will be made by the selected Agency.
- h. The Agency must finalize the quizzing methodology in consultation with NACO
- i. At present it is proposed that colleges may be involved for the competition. To start with, approximately 12 cities may be selected on the basis of prevalence from amongst high/ medium/ low prevalence states. The colleges (3 in each city) may be identified by taking inputs from State AIDS Control Societies (SACS) which may be a mix of Govt. / Private colleges where RRCs are operational / active.

The Agency will be responsible to reach out to prospective colleges with high functioning RRCs and coordinate suitable dates with college authorities in partnership with RRCs. The agency shall liaison with the college authorities and fix time, venue and quizzing methodology to be adopted in close coordination with SACS.

It shall develop framework for conducting the quiz for screening college teams within the hotspot cities (in English or vernacular language of the region) and the methodology for the teams to progress to State/Regional level and subsequently to the national semi and final levels.

- j. At the college level the shortlisting of teams may be done which will represent the college at State/Regional level. After State/Regional level, semi-final and finals at national level will be conducted.



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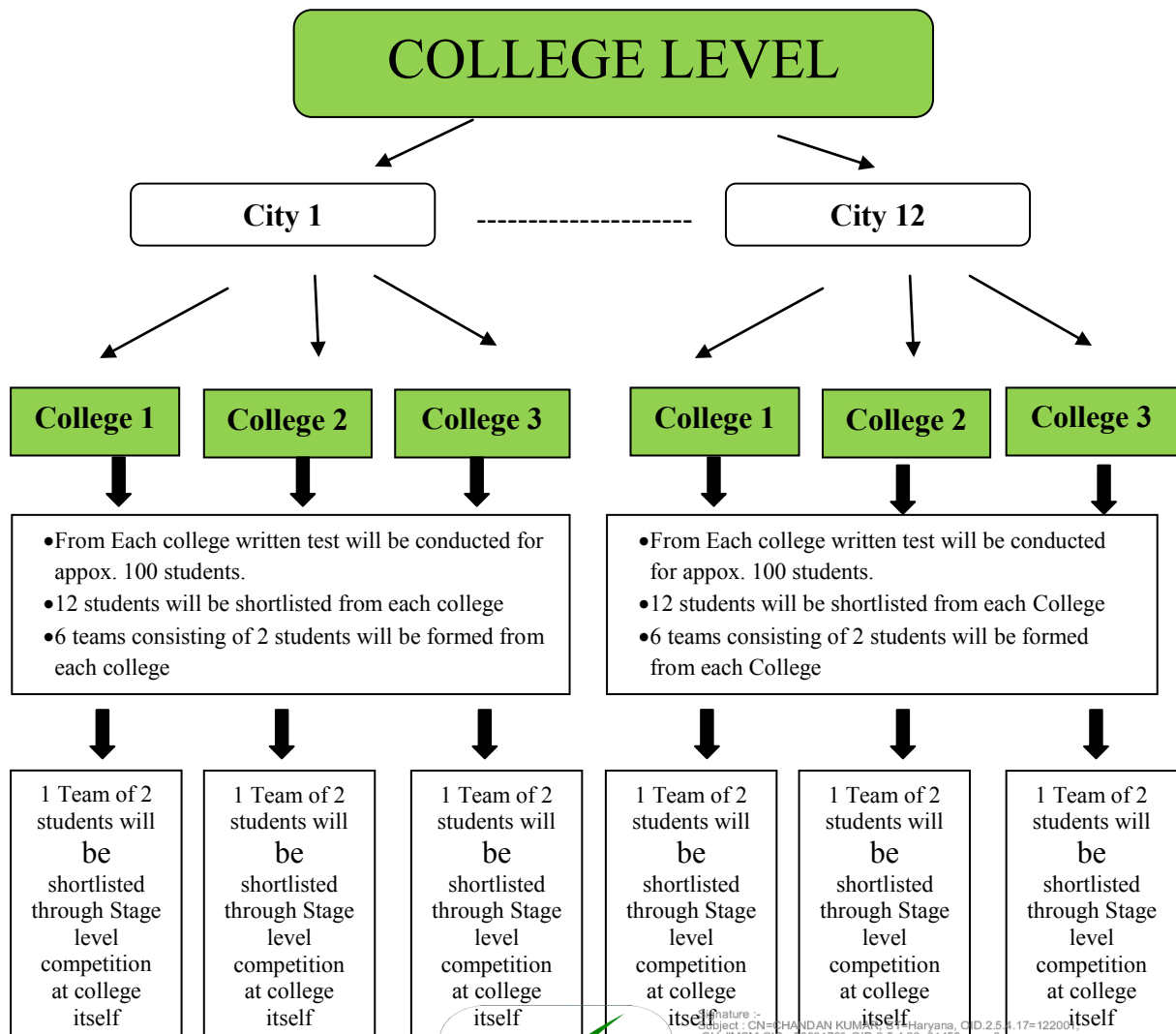
Each team participating in the contest at State / Regional / Semi-final / Final round will consist of three participants from one RRC of a college

The Agency shall conduct quiz contests at four levels, i.e.

- a. College level- 3 colleges each in 12 cities. Winner team from each college (total 36 team of 2 students each) proceeds to the regional round
- b. Regional - the regional round will be for college winner team of two nearby cities (6 teams per regional final). It will be held immediately after the last college round in a region. 2 winner teams from each regional final will be selected for the semi final.
- c. Semifinal- 12 winner team will be divided into 3 semi finals of 4 teams each. The winner teams from each semi final progresses to the final.
- d. Final- the national final will be between the 3 semi winner teams to decide the final champion.

The quiz contests must be conducted in a fair, transparent impartial and efficient manner, and must meet the best standards and practices of quizzing.

Flow of the activities is as under:-



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3 Teams of 2 students will be selected from each city.

3 Teams of 2 students will be selected from each city.

REGIONAL ROUNDS

From the above 6 teams selected from two cities at College Level Round, Two (2) team will be shortlisted at this round.
Similar Regional Round will be conducted in other cities. (36 teams with 72 participants)

Regional Round 1 Regional Round 2 Regional Round 3 Regional Round 4 Regional Round 5 Regional Round 6

From all the Regional Level rounds total 12 teams (2 students each) will be selected

SEMI FINAL ROUNDS

Each Semi final round will be conducted between 4 team selected at Regional Level.

Semi Final Round 1 (4 teams) Semi Final Round 2 (4 teams) Semi Final Round 3 (4 teams)

At the end of all the Semi Final Round, one team from each round will be submitted for final round.

FINAL ROUND

Final Round will be conducted at Delhi between the 3 teams selected in Semi Final

One Team will be declared Winner

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- k. The topics of the quiz to be centered around the following core topics:
- AIDS
 - Sexual Awareness
 - Sexually Transmitted Infections
 - Blood Transfusion
 - HIV/ AIDS Act 2017
 - Reproductive Health
- l. Understanding the limitations of the core topics, certain other topics may also be covered:
- Health and Wellness
 - Common diseases, Symptoms and prevention
 - Human Anatomy
 - Schools of Medicine and Medicinal benefits
 - Mainstreaming and Social security of PLHIV and their children
 - Diet and Nutrition
- m. The Agency shall design advertising material for conducting promotional advertising campaigns in close coordination with NACO.
- n. The Agency shall develop and implement a distinctive and innovative presentation style for the semi final & final quizzing events, including the design and construction of the set.
- o. The Agency shall assist the NACO IT team in app content and design and suggest knowledge solutions that can qualitatively enhance the quizzing event,
- p. The Agency shall manage travel, accommodation, boarding and other logistics arrangements of the participants of the Regional, Semi-Final and Final levels. They shall also bear the cost of the same. Accommodation and other arrangements will be made as per level given below:

- | | | |
|----------------------|---|--|
| Hotel Accommodation | - | On twin sharing basis |
| Local Transport | - | AC vehicle on twin sharing basis |
| Boarding & Lodging | - | For participants and Quiz Master as given in Financial proposal form |
| Outstation Transport | - | |

Distance	Mode of Travel
Upto 600 Kms	By Train, AC-3 Tier
Beyond 600 Kms	By Air, Economy Class, Air India

- q. The Agency will design an online platform where the details of the quizzing activities along with the content related to issues pertaining to topics covered by the quiz shall be uploaded. Ground activities will be undertaken first to provide a platform where content on HIV and health related issues will be provided to bring



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the students at a common understanding/awareness/ knowledge level. The agency will be responsible to design the content related to issues pertaining to topics covered in the Quiz.

- r. The creative for promotion through social media will be developed by the Agency.
- s. Hiring of venue for Quiz at the local, state and national level shall be decided by the agency taking advice of SACS and NACO wherever required.
 - i. The Agency shall bear the cost of Travel, boarding, lodging and accommodation for participants.
 - ii. Local hospitality, transportation and accommodation cost for the participants during their stay shall be borne by the Agency.

All the related costs of hiring of venue and making requisite arrangements for conducting the Quiz at local, state and national levels shall be borne by the Agency

- t. Cost of photography, videography, publicizing, advertising & spreading information about the quiz through digital media & electronic media shall be responsibility of the agency.
- u. **PRIZES AND CERTIFICATES:**

- a. The Agency shall be awarding the cash prizes and Mementoes to team coming first, second and third in the following Manner:

S No.	Ranking	Cash Prize (Rs)
1	First	51000/-
2	Second	31000/-
3	Third	21000/-

- b. Participation certificates shall be distributed to all the participants.
- c. The Mementoes and Certificates will be designed/prepared and printed by the Agency in close coordination and consultation with NACO.

2. Responsibility of NACO

- a. NACO shall be responsible for uploading the content designed by the Agency to its website, and in the mobile app. Promotion through social media will also be done by NACO.
- b. NACO shall be responsible for approving the Venue suggested by the Agency for Semi-final and Final rounds
- c. NACO shall undertake social media campaigns to popularize the Quiz.



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Section 6. Standard Forms of Contract and Annexure

CONTRACT FOR ORGANIZING QUIZ COMPETITION

THIS CONTRACT (~~Contract~~) is entered into this [insert starting date of assignment], by and between RITES Ltd. (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India (~~the Client~~) having its principal place of business at **RITES Ltd., MSM Division, RITES Bhawan-II, 4th Floor, Plot No.144, Sector 44,Gurgaon-122003**, and [insert Agency/Consultant's name] (~~the Agency/Consultant~~) having its principal office located at [insert Agency/Consultant's address].

WHEREAS, the Client wishes to have the Agency/Consultant perform the services hereinafter referred to, and

WHEREAS, the Agency/Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services	(i) The Agency/Consultant shall perform the services specified in Annex A, Terms of Reference and Scope of Services, which is made an integral part of this Contract (the Services). (ii) The Agency/Consultant shall provide the personnel listed in Annex B, Agency/Consultant's Personnel, to perform the Services. (iv) The Agency/Consultant shall perform the services as per the TOR (v) The Agency/Consultant shall submit the details of Quiz carried out as per Annex-C
2. Term	Valid for 1 year from the date of signing of contract. Validity can be further extended by one year before expiry of contract.
3. Governing Language	The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
4 Applicable Law	The Contract shall be interpreted in accordance with the laws of Union of India.
5 Payment	Payment against bill/Invoice shall be released only after execution and the quality of the services are found to the satisfaction of RITES/NACO. Payment will be made direct to the service provider through NEFT/RTGS or through A/c payee cheque. No request for



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	<p>other mode of payment will be entertained. No advance payment will be made in any case. Other payments will be made after the completion of each round of Quiz.</p> <p>Payment shall be made in Indian Rupees.</p> <p>Payment of Agency costs & Reimbursable expenses will be made on completion of the relevant activities / competition rounds and submission of relevant documents/ videos/ photographs.</p> <p>Payment will be made to the agency against submission of an invoice in triplicate with supporting original documents like signed attendance sheets, photographs, airline / railway tickets, boarding pass, hotel bills, venue booking receipts, taxi bills; all documents duly certified by the SACS /NACO representative, as applicable, to RITES for payment.</p> <p>While claiming payment, an affidavit must be summated as per Annexure-E. Taxes as applicable will be paid on actual.</p> <p>Three copies of Bill (Original + 3 copies) should be submitted to the Group General Manager/MSM for payment.</p>
6 Deduction	Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this RFP.
7 Taxes and Duties	The Agency shall be entirely responsible for all taxes, duties, license fees, levies etc., incurred until delivery of the services to the Client.
8 Project Administration	<p>Coordinator:</p> <p>NACO designates Dr. Rajesh Kumar Rana, National Consultant, as Ministry's coordinator who will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.</p>
9. Performance Standards	The Agency/Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Agency/Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
10 Performance Bank Guarantee:	<p>Within Fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Client the performance security in the amount equal to 10% of the total contract price as per Annexure-D</p> <ul style="list-style-type: none"> The performance security shall be valid till 60 days after the date of completion of all contractual obligations.



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	<ul style="list-style-type: none"> • The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Agency's failure to complete its obligations under the Contract. • The performance security shall be denominated in Indian Rupees, and shall be in one of the following forms • The performance security shall be in the form of a Bank guarantee and the named beneficiary shall be "RITES Ltd" (acting as procurement agent on behalf of Ministry of Health & Family Welfare Government of India), issued by a nationalized/scheduled bank located in India and acceptable to the Client, in the format provided in the RFP Documents; or a crossed demand draft or a pay-order drawn in favour of RITES Ltd. • If successful Tenderer(s) fails to furnish the required Performance Bank Guarantee at the time of signing the agreement, EMD will be forfeited and the bidder will be barred from participating in future tenders of the Ministry • No interest shall be paid on the Performance Bank Guarantee
11 Insurance	The Agency/Consultant will be responsible for taking out any appropriate insurance coverage.
12. Assignment	The Agency/Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
13 Sensitive Information	Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.
14 Indemnity	<p>The Bidder's should indemnify RITES /Ministry (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>Non-compliance of the Bidder with Laws/Governmental requirements IP infringement</p> <p>Negligence and misconduct of the Bidder, its employees, and its vendors</p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by RITES /Ministry arising out of claims made by its customers</p>



	and/or regulatory authorities.
15 Inspection of records	All Bidder records with respect to any matters covered by this RFP shall be made available to RITES /Ministry or its designees at any time during normal business hours, as often as RITES /Ministry deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. RITES would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to RITES /Ministry, which would be used by RITES /Ministry. The cost of the audit will be borne by RITES /Ministry . The scope of such audit would be limited to Service being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.
16 Waiver	No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.
17. Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the Agency/Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Agency/Consultant may retain a copy of such documents and software.
18 Information/Data Ownership	All information/data processed, stored, or transmitted by Bidder equipment belongs to the Ministry. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. In the event of a dispute regarding what data is or is not the Agency's data, Ministry's decision on the matter shall be final and not subject to appeal. Prior to completion or termination of the contract and on a schedule determined by RITES, the Agency must take all necessary measures to assure that all data generated and maintained during the course of this contract has been migrated exclusively to Ministry.
19 Intellectual Property Rights	1. The MOHFW will own the copyright in all deliverable materials created under this Agreement by Successful bidder. The IPR of



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1a, O=RITES LIMITED, C=IN
User ID : 012772 B
Serial No : 53794B27
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(IPR)	<p>any product which has been developed/enhanced/ modified/ configured by the Successful bidder shall be transferred to the MOHFW.</p> <ol style="list-style-type: none"> 2. Ownership of all Intellectual Property Rights for any functional and technical process of MOHFW or Information or materials or MOHFW Supplied assets provided to Successful bidder by the MOHFW shall remain vested in the MOHFW. 3. MOHFW shall own all Intellectual Property Rights in all Assets procured, purchased and produced exclusively for the MOHFW by the Successful bidder including improvements that are developed by Successful bidder for the MOHFW. Successful bidder shall execute necessary documents and instruments to perfect the ownership of MOHFW in respect of the aforesaid materials. 4. Materials — including but not limited to software, tools, processes, policies, and documentation (presentations) — developed by the Successful bidder / Service Provider or its subcontractors will be considered "works made for hire" for MOHFW("Developed Materials").Such Developed Materials shall belong exclusively to MOHFW. The Successful bidder may use such Developed Materials solely to provide the Services during the Term. 5. The Successful bidder shall irrevocably assign, transfer, and convey to MOHFW all right, title, interest, and ownership in such Developed Materials. 6. The Successful bidder shall promptly disclose in writing to MOHFW each instance of Developed Materials that is developed as a result of Services. With respect to each disclosure, the Service Provider shall indicate the features or concepts that it believes to be new or different.
20 No Claim Certificate	<p>The bidder shall not be entitled to make any claim whatsoever against RITES/Ministry under or by virtue of or arising out of this Contract, nor shall RITES entertain or consider any such claim, if made by the Bidder after he shall have signed a –No Claim” certificate in favor of RITES/Ministry in such forms as shall be required by RITES/Ministry after all payments due to Bidder are made in full.</p>



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21. Termination for Default

The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Agency, may terminate the Contract in whole or in part:

- (a) if the Agency fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Client; or/and
- (b) if the services do not meet the Terms of Reference as stated in the Contract; or/and
- (c) if the Agency, in the judgment of the Client, has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this clause:

–corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

–fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (d) if the Agency fails to perform any other obligation(s) under the Contract.

In the event the Client terminates the Contract in whole or in part, the Client may procure, upon such terms and in such manner as it deems appropriate Services similar to those undelivered, and the Agency shall be liable to the Client for any excess costs for such similar Services. However, the Agency shall continue performance of the Contract to the extent not terminated.



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<p>22. Force Majeure</p>	<p>Notwithstanding the provisions of Clauses 21 above, the Agency shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>For purposes of this clause, “Force Majeure” means an event beyond the control of the Agency and not involving the Agency’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions.</p> <p>If a Force Majeure situation arises, the Agency shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>23. Termination for Insolvency</p>	<p>The Client may at any time terminate the contract by giving written notice to the Agency if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.</p>
<p>24. Termination for Convenience</p>	<p>The Client, by written notice sent to the Agency, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client’s convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.</p>
<p>25. Settlement of Disputes</p>	<p>If any dispute or difference of any kind whatsoever shall arise between the Client and the Agency in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Client or the Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p>



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Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:-

- (a) In case of Dispute or difference arising between the Client and a domestic Agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Client and the Agency. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, **appointment of Presiding Arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.**
- (b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
- (c) Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, **appointment shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.**
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the **appointment of arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.**
- (e) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (f) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the



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	<p>decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.</p> <p>Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Client shall pay the Agency any monies due to the Agency.</p>
<p>26. Limitation of Liability</p>	<p>Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) the Agency shall not be liable to the Client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of profits or interest costs.</p> <p>(b) the aggregate liability of the Agency to the Client, whether under the Contract, in tort or otherwise, shall not exceed the total price of contract.</p>
<p>27. Jurisdiction</p>	<p>All disputes arising out of the contract shall (subject to clause 25) be subject to the jurisdiction of the appropriate court at New Delhi, India, only.</p>

FOR THE CLIENT

FOR THE AGENCY/CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____



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List of Annexes

Annex A: Terms of Reference and Scope of Services

Annex B: Agency/Consultants personnel

Annex C: Format for Reporting

Annex D: Format for Performance Security Bank Guarantee

Annex E: Format for Affidavit while submitting invoices for payments



Signature :-
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Format for Reporting

S. No.	Venue of Quiz	Date of Quiz	Time of Quiz		No of Team Members	No of persons quizzed	No of certificates issued
			Start Time	Completion Time			

Note : Signed attendance sheet, Photographs should be attached duly certified by SACS/NACO Representatives.



Signature :-
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Format for Performance Security Bank Guarantee
(unconditional)

Date: [insert: **date**]

IFB: [insert: **name or number of RFP**]

Contract: [insert: **name or number of Contract**]

To: **RISES Ltd.** (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India

Dear Sir or Madam:

We refer to the Contract Agreement (~~the Contract~~) signed on [insert: **date**] between you and [insert: **name of Agency**] (~~the Agency~~) concerning the services of [insert: **a brief description of the Services**]. By this letter we, the undersigned, **RISES Ltd.** (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India, a bank (or company) organized under the laws of [insert: **country of bank**] and having its registered/principal office at [insert: **address of bank**], (hereinafter, ~~the Bank~~) do hereby jointly and severally with the Agency irrevocably guarantee payment owed to you by the Agency, pursuant to the Contract, up to the sum of [insert: **amount in numbers and words**].

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Agency to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Agency to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

This guarantee shall expire no later than the ____ day of _____, 2____, and any demand for payment under it must be received by us at this office on or before that date.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Agency, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [insert: **title or other appropriate designation**]

Common Seal of the Bank



Signature :-
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AFFIDAVIT(On Stamp Paper)

I _____ son/daughter of _____ resident of _____
solemnly undertake that I am an authorized signatory of M/s _____
(insert name of the company with full address) and I hereby undertake that the services for
which payments are being made have been correctly made . I take full responsibility for the
correctness of the documents submitted for which the payment has been claimed. I further
undertake that without prejudice to the rights of Client as per the contract, I shall be solely
responsible if any of the document is found to be fake even to make good any loss suffered
by the client due to incorrectness of the documents submitted by us for claiming payment
against invoice(s) no(s)._____ *(insert details of invoices for which
payments are being claimed) amounting to*_____.

Name: _____

Address: _____

(Agency full address)

Witness 1 _____

Address: _____

Witness 2 _____

Address _____

Note:

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.



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