

# **CORRIGENDUM**

*This corrigendum has to be read in conjunction with the main RFP document issued on the subject vide reference No Admn/Estt/07/06//2020 & published on website on 31 July 2020*



***REQUEST FOR PROPOSAL***

***FOR***

***SELECTION OF MEDIA & PUBLIC RELATIONS AGENCY***

***FOR***

***ALL INDIA COUNCIL FOR TECHNICAL EDUCATION (AICTE)***

1. The main RFP document for selection of Media & Public Relations Agency was issued by AICTE vide reference no Admn/Estt/07/06//2020 & published on AICTE website & MHRD e-wizard portal on 31 July 2020. Based on Subsequently, the RFP document was reviewed and certain other information is now being added. **There being no material change, the schedule of RFP opening remains the same.**

2. **Additions to the RFP Clause 7.1.** The following clauses may be added to 7.1

**Clauses (i) to (viii) no change**

- ix. **Penalty.** The firm to whom work is awarded, has to complete the work strictly as per time schedule given in each work order. Print advertisement/ public notices should be released most expeditiously. If it is not completed within the specified time a penalty @ 2% shall be charged at each instance. AICTE shall reserve the right to terminate the contract without any notice/ reasons if more than 5 such instances are recorded in a year. Under such case, the EMD/security deposit/ bank guarantee amount will be forfeited without assigning any reason.
- x. Manpower required to cover/ attend the event should report along with all related equipment as required for the purpose. In case of delay a penalty @ Rs 1000 per person shall be charged for every hour of absence of part thereof. In case of complete absence, the penalty @ Rs 10,000 per person shall be charged. In addition to the penalty, the said work shall be undertaken through third party at the cost of the agency. Suitable charges shall be deducted from the monthly payments/ EMD as due.
- xi. **No separate cartage /conveyance will be paid for attending the event and/ or transportation of equipment.**
- xii. The equipment for covering the event should be of latest version & the agency shall ensure that no failure of equipment takes place by having necessary backup. The work for the event is to be completed with 100% accuracy and to the satisfaction of the AICTE.
- xiii. The recording of the events as required by AICTE shall be duly edited and a copy of the same be supplied on the following day without any delay.

- xiv. The agency & its owners should neither be blacklisted by any government department nor should any criminal case be registered anywhere in India.
- xv. The agency shall also submit a declaration as per **Annexure 1** along with the technical bid.
- xvi. The agency and its employees shall also not disclose any proprietary/ confidential information/ reports/ papers etc related to AICTE that they may come across in the routine functioning – either during the period of contract or thereafter. The agency shall be liable for criminal action & penal recovery if upon investigation such a lapse is made out.
- xvii. The agency shall also undertake to carry out its activities in a just manner and which does not bring disrepute to AICTE. Should the contracted agency be found using corrupt or fraudulent means in any work of AICTE, its contract shall be terminated immediately without making any payments and the EMD shall be forfeited. The agency shall also be blacklisted and notification issued in such a case.
- xviii. The agency shall bear all statutory provisions wherever applicable and AICTE shall not be liable for such deficiencies.
- xix. The manpower dedicated for AICTE shall be cross checked for their antecedents. They should be suitably qualified and adequately experienced to fulfill the roles as indicated. The agency shall share the resumes of such manpower for consideration of AICTE.

3. **Amend Clause 8 as under.**

i. **For existing Heading of 8.**

***DURATION OF THE CONTRACT***

**Read Major Heading of Clause 8 as**

***CONTRACT***

ii. **For existing text under Clause 8**

Duration of the Contract will be one year. The project can be extended by two more years on mutual consent subject to

satisfactory performance with provision for further continuation with 10 percent increase in retainer ship, after three years.

**Renumber as Sub Clause 8.1 and Read as**

**8.1 Duration of the Contract.** Duration of the Contract will be **initially** for one year. The project can be extended by (one + one) more years on mutual consent **at the same terms & condition** subject to satisfactory performance with provision for further continuation with 10 percent increase in retainer ship, after three years.

iii. **Inset the following additional sub-clauses**

**8.2 Performance Bank Guarantee.** The agency shortlisted shall submit a performance bank guarantee of similar amount as that of EMD. The said bank guarantee should remain valid for minimum 60 days after the last day of the contract expiry. EMD shall be returned to the successful bidder on signing of contract. The successful bidder must submit the Bank Guarantee along with the contract document within 15 days of financial bid opening and/ or subsequent notification. However, if the successful bidder fails to sign the contract within 15 days, AICTE shall forfeit the EMD.

**8.3 Contract Deed.** The successful bidder shall execute an agreement for the fulfillment of the contract on Rs 100/= non-judicial stamp paper within 15 days from the date of award of contract. The incidental expenses of the execution of agreement/ contract shall be borne by the successful bidder.

**8.4. Pre-term Termination.** The contract shall be terminated anytime without notice by AICTE in case the agency is found to be involved in fraudulent or illegal means. AICTE also reserves the right to terminate the contract without any notice/ reasons if more than 5 instances of improper delays are recorded in a year. Notwithstanding above, AICTE also reserve the right to cancel the

contract after giving a notice of 30 days with/ without assigning any reason for such cancellation.

**8.5 Liquidated Damages.** AICTE shall recover the damages in form of penalty as indicated in preceding clauses. IN case of major breach of any terms & conditions mentioned in the RFP, AICTE shall have the right to terminate the contract without making any further payments whatsoever and also forfeit the bank guarantee.

#### 4. **Other Amendments**

(i) **For Existing Clause 9 (iii).**

The Agency shall furnish bills of expenses for the activities related to media & PR events. The reimbursements of such bills shall be made by AICTE.

**Read Clause 9 (iii) as**

The Agency shall furnish bills of expenses for the activities related to media & PR events. **Based on the satisfactory job performance/ completion certificate from the user**, the reimbursements of such bills shall be made by AICTE.

(ii) **For Existing Clause 7.3 (ii).**

**Qualifying Technical Marks:** A bidder must get minimum technical marks of 70 out of 100 to be qualified for opening of financial bid. If any bidder gets marks less than 70, then that particular bidder will not be eligible for further selection process and its financial bid will not be opened.

**Read Clause 7.3 (ii) as**

**Qualifying Technical Marks:** A bidder must get minimum **technical marks of 70%** to be qualified for opening of financial bid. If any bidder gets marks less than 70%, then that particular bidder will not be eligible for further selection process and its financial bid will not

be opened. The committee evaluating the technical bid shall award marks to the criteria as mentioned in the technical bid. All those securing 70 % or more shall be eligible for next stage.

(iii) **For Existing Clauses 7.5 (i) to (iv)**

Composite Score (CS) of the technically qualified bidders will be calculated as the sum of weightages assigned to 70% of Technical Score (TS) and 30% of Financial Score (FS), which is as follows:

- i.  $FS = Tn + Fn$
- ii.  $Tn = 70\% \text{ weightage of Marks scored in Presentation (70 \% of } Tp)$
- iii.  $Fn = 30\% \times Fmin/Fb,$

*where*  $Fb = \text{Financial bid of the bidding agency}$   
 $Fmin = \text{Lowest financial bid received.}$

- iv. The final score will be calculated by summing the technical and financial scores. **Final score =  $Tn + Fn$ . The Bidder with the highest Final score will qualify.**

**Read Clauses 7.5 (i) to (iv) as**

Composite Score (CS) of the technically qualified bidders will be calculated as the sum of weightages assigned to **70% of score in the technical bid** and **30% of Financial Score**, which is as follows:

- i.  $CS = Tn + Fn$
- ii.  $Tn = 70\% \text{ weightage of Marks scored in Technical Bid}$
- iii.  $Fn = 30\% \times Fmin/Fb,$

*where*  $Fb = \text{Financial bid of the bidding agency}$   
 $Fmin = \text{Lowest financial bid received.}$

- iv. The composite score will be calculated by summing the technical and financial scores. **Composite score=Tn+Fn. The Bidder with the highest Composite Score will qualify.**

5. **Insert New Clause 11 as under.**

**Force Majeure.** Force Majeure shall imply any event beyond the control of agency and not foreseeable such as natural disasters, fire, war etc. Although AICTE shall not default the agency for failure to perform its obligation under the contract in such conditions, however; the agency is expected to perform to the best extent possible in such conditions to deliver the services in the interest of the society at large.

**Annexure 1****DECLARATION & UNDERTAKING**

1. We hereby declare that the details furnished by us in response to this RFP are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that this bid and agreement (if signed) will be liable to be declared void at any point of time.

2. We also certify that we have never been blacklisted by or barred to work with any Ministry or Department of the Government of India or Government of India PSU/Authority.

Yours sincerely,

Authorized Signature [In full as well as initials]:

Name and Title/Designation of the Authorized Signatory:

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Name of the Agency/Firm:

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Address:

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Seal of the agency/firm:

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\*(This declaration should be printed on the letterhead of the Company/Firm)