

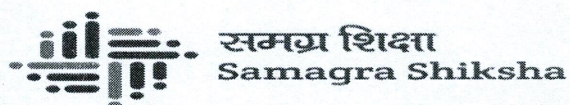
RFP Reference No. BEPC/BE/2026-27/4401, Dated 15/09/2026



Request for Proposal (RFP) for Supply of Band Equipment with Hybrid Training at Govt. Schools in Bihar

(Through <https://eproc2.bihar.gov.in>)

Bihar Education Project Council,
IInd & IIInd Floor, Shiksha Bhawan,
Bihar Rashtrabhasha Parishad Campus,
Saidpur, Patna - 800 004 (Bihar)



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DISCLAIMER

1. While this Request for Proposal document ("RFP") has been prepared in good faith, neither Bihar Education Project Council (BEPC), GoB nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
2. This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct their own investigations and analysis and check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.
3. Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
4. BEPC, GoB may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. BEPC, GoB reserves the right to waive any irregularity in the proposal (RFP) and the BEPC, GoB makes it clear that the RFP is not an offer/agreement.
5. Neither the BEPC, GoB nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any other information supplied by the BEPC, GoB or their employees or consultants or otherwise arising in any way from the selection process for the award of the Agreement for the Project.
6. BEPC, GoB is not bound to accept any or all the Proposals. BEPC, GoB reserves the right to reject any or all Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against the BEPC, GoB or its officers, employees, successors, or assignees for rejection of their bid. The RFP submitted by the bidder will be the property of the BEPC, GoB.



Glossary

Abbreviation/ Terms	Details
Authorized Signatory	The bidder's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BEPC	Bihar Education Project Council (BEPC),
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security/ Earnest Money Deposit (EMD)	A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ vendor participating in the bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and include the invitation to bid
BSEIDC	Bihar State Educational Infrastructure Development Corporation (BSEIDC)
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. State Project Director, Bihar Education Project Council (BEPC), Department of Education, GoB shall be the Competent Authority in this bidding document.
Contract	"Contract" means a legally enforceable agreement entered between the Procuring entity and the selected bidder(s) with mutual obligations.
LD	Liquidated Damages
LoI	Letter of Intent
PAN	Permanent Account Number
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a goods or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer. BEPC, GoB in this BID document.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity
Service Level Agreement (SLA)	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer, and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Bihar (GoB)
GST	Goods and Service Tax
WO/ PO	Work Order/ Purchase Order

Schedule of Bid Process

SL	Information	Details
1	RFP Issuing Authority	State Project Director, Bihar Education Project Council (BEPC)
2	RFP No. and Date of availability from e-procurement portal	RFP Reference No. BEPC/BE/2026-27/4401, Dated 15/09/2026. Available for download from 21/09/2026, 11:00 AM onwards till 08/10/2026, 3:00 PM on https://eproc2.bihar.gov.in
3	Last date for submission of written queries for clarifications	25/09/2026, 02:30 PM Email: ssabihar@gmail.com
4	Date of pre-bid conference	25/09/2026, 04:00 PM at through online mode Google Meet joining info Video call link: https://meet.google.com/tnt-yoe-e-kzs e-mail: ssabihar@gmail.com
5	Release of response to clarifications	26/09/2026, 5:00 PM
6	Last date of submission of bid	08/10/2026, 4:00 PM
7	Last date of submission of Hard copy of EMD	08/10/2026, 4:00 PM
8	Last date of submission of Sample (Before bid submission closing date & Time)	08/10/2026, 4:00 PM
9	Opening of Technical Bids	08/10/2026, 4:30 PM
10	Opening of Financial Bids	To be intimated
11	Contact person for queries	State Project Director, Bihar Education Project Council (BEPC), Shiksha Bhawan, Bihar Rashtra Bhasha Parishad Campus, Saidpur - 800 004. e-mail : ssabihar@gmail.com

Note: BEPC reserves the right to amend documents for RFP, schedules, and critical dates. It is sole responsibility of bidder to check <https://eproc2.bihar.gov.in> from time to time for any updated information. No communication in writing or through e-mail or any other mode will be sent by BEPC in this regard. BEPC also reserves the right to cancel the whole tender process at any time during the bid process without assigning any reason thereof.

1. REQUEST FOR PROPOSAL

State Project Director, Bihar Education Project Council (BEPC), Patna invites Request for Proposal (RFP) for Supply of Band Equipment's along with providing Hybrid training on usage of the same from interested agencies. The bids comprising mandatory compliance along with technical bids and price bids shall be submitted on <https://eproc2.bihar.gov.in> website. The Scope of Services forming part of the assignment has been set out hereunder in this document. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP ("Evaluation Criteria") to identify the successful Bidder for the Assignment ("Successful Bidder")

1.1 Structure of the RFP

BEPC, GoB intends to follow a 'two stage' bid process for selection of the successful agency under LCS (Least Cost Based Selection Method)', as outlined in this RFP.

The Bidders would need to submit Technical and Financial Proposal in the prescribed formats, within the Proposal Due Date as prescribed in this RFP. BEPC, GoB would evaluate all the Submissions in accordance with the evaluation criteria set out in the RFP to select a qualified bidder.

1.2 Obtainability of RFP Document

RFP document can be downloaded from the website <https://eproc2.bihar.gov.in>

2. BACKGROUND INFORMATION

Extracurricular activities are probably one of the most exciting endeavors. There are just so many options that students may find it hard to pick just one. Out of all the many choices, the school bands remain very popular. The benefits of being in the school band go way beyond just picking up an instrument. School Band has been scientifically proven to aid mental health and overall well-being. There are lots of reasons to encourage students to join a band team such as - it helps cognitive development, provides opportunities for socialization, supports efficient brain processing, encourages self-expression etc. It helps to preserve and celebrate cultural heritage while offering a creative outlet for self-expression. It enhances cognitive development, also fosters social cohesion, bringing students together in collaborative activities. Moreover, engaging with school bands can promote emotional well-being, reducing stress and anxiety. Overall, it provides a holistic approach to child development, nurturing both the mind and the soul.

In this connection, Education Department, GoB is providing the Band Equipment's along with the training of their uses in schools under Samagra Shiksha.

Bihar Education Project Council (BEPC) is an autonomous body of Education Department, Govt. of Bihar. The Selected Agency will have to Supply of Band Equipment's along with providing Hybrid training on usage of the same in coordination with BEPC on time to time in accordance with school's readiness for implementation of same.

3. INSTRUCTIONS TO BIDDERS

3.1 SUBMISSION PROCEDURE

- a) The bidders should submit their responses as per the format given in this RFP in the following manner: **Technical Proposal** and **Commercial Proposal**
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be uploaded through <https://eproc2.bihar.gov.in> as per the instructions available on the website.

3.2 NUMBER OF PROPOSALS

Each Bidder must submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

3.3 PROPOSAL PREPARATION COST

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the BEPC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) The BEPC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.4 RIGHT TO ACCEPT OR REJECT

- I. The BEPC, GoB may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- II. Notwithstanding anything contained in this RFP, the BEPC, GoB reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- III. BEPC, GoB reserves the right to reject any Proposal if, at any time, a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

3.5 CLARIFICATIONS

A prospective Bidder requiring any clarification on the RFP must notify the BEPC, GoB in writing to The State Project Director, Bihar Education Project Council, GoB within such date as specified in RFP Time Schedule. At its sole discretion, BEPC, GoB will upload its response to such queries on the website <https://eproc2.bihar.gov.in> Bidders requiring specific points of

clarification may communicate with the BEPC, GoB during the specific period using the following format. The queries can be submitted by email at ssabihar@gmail.com with name of assignment as the subject, in the following format:

Bidders Request for Clarification				
Name of Organization submitting request		Name and position of person submitting request	Details of person and organization	
			Address: Tel: E-mail: Mobile:	
S. No	Bidding Document Reference (Number/Page)	Content of RFP requiring Clarification	Points of Clarification Required	Suggestions (If Any)
1				
2				
3				

3.6 AMENDMENTS TO RFP

At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, BEPC, GoB may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted on the website <https://eproc2.bihar.gov.in>. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, BEPC, GoB may, at its discretion, extend the Proposal Due Date.

3.7 LANGUAGE AND CURRENCY

The Proposal and all related correspondence and documents must be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language if they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. The currency for this bid is Indian Rupee. All the quotes should be in Indian Rupees only.

3.8 VALIDITY OF PROPOSAL

- i. The Proposal must be valid for a period of not less than 120 days from the Proposal Due Date ("Proposal Validity Period"). BEPC, GoB reserves the right to reject any Proposal that does not meet this requirement.
- ii. Prior to expiry of the Proposal Validity Period, BEPC, GoB may request the Bidders to extend the period of validity for a specified additional period.
- iii. The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

3.9 BID SECURITY

- i. Bidders shall submit, along with their Bids, EMD of INR 55,00,000/- (Fifty-Five Lakh only) in the form of Demand Draft/Bank Guarantee issued by any Scheduled bank. It may be also submitted through RTGS/NEFT in specified bank account of BEPC. (Bank Details: State Project Director - BEPC, A/c No. 245001000002776, IFSC Code - IOBA0002450).
- ii. Validity of BG (EMD) will be up to 31.12.2026.
- iii. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- iv. Micro, small and start up agencies registered for doing similar work as a Manufacturer are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate as a Manufacturer of mentioned products with the bid.
- v. The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between the BEPC, Department of Education, GoB and the Successful Bidder.
- vi. The bid security of the successful bidder will be returned to the successful bidder on the submission of the Performance Security as specified in the RFP document.
- vii. Bid Security shall be forfeited in the following cases:
 - a. If the Bidder withdraws its Proposal;
 - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
 - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - d. If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

3.10 BIDDER'S RESPONSIBILITY

- i. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- ii. It shall be deemed that prior to the submission of Proposal, the Bidder has:
 - Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document.
 - Received all such relevant information as it has requested from the BEPC, GoB; and
 - Made a complete and careful examination of the various aspects of the Assignment.
- iii. BEPC, GoB shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- iv. Bidder must understand whole RFP in line with Department requirement and providing the undertaking on execution the same unconditionally.
- v. All taxes payable to government must be paid by the bidder as per applicable norms and procedure. BEPC, GoB is nowhere liable and responsible for payment of such taxes. Only GST payment will be made by BEPC, GoB as per applicable rates on the fee quoted by the agency.

3.11 CORRESPONDENCE/ ENQUIRY

All correspondence/enquiries must be submitted to the following in writing by email/ fax/ registered post with **name of assignment** as the subject. The details are:

The State Project Director,
Bihar Education Project Council,
Shiksha Bhawan,
Bihar Rashtrabhasha Parishad Campus,
Saidpur - 800 004.
e-mail: ssabihar@gmail.com

3.12 FORMAT AND SIGNING OF PROPOSAL

- i. Bidders must provide all the information as per this RFP and in the specified format. BEPC, GoB reserves the right to reject any Proposal that is not in the specified format.
- ii. The Proposal must include submissions to be made on the respective Proposal Due Date as set out in RFP Time Schedule.
- iii. The person(s) signing the Proposal must initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

3.13 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL

- i. The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that a written notice of the modification, substitution or withdrawal is received by BEPC, GoB **before the Proposal Due Date**. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.
- ii. The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with outer envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- iii. Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will result in **forfeiture of the Bid Security** in accordance with this RFP.

3.14 PROPOSAL DUE DATE

- i. Proposals must be submitted as per information provided in this RFP.
- ii. BEPC, GoB at its sole discretion; accept any Proposal(s) after Proposal Due Date. Any such Proposal/s accepted shall be deemed to have been received by the Proposal Due Date.

3.15 TEST OF RESPONSIVENESS

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:

- a) Are not submitted in as specified in the RFP document?
- b) Are found with suppression of details.
- c) With incomplete information, subjective, conditional offers and partial offers submitted.
- d) Submitted without the documents requested in the checklist.
- e) Have non-compliance of any of the clauses stipulated in the RFP.

- f) With lesser validity period.
- i. All responsive Bids will be considered for further processing. The BEPC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.
- ii. BEPC, GoB reserves the right to seek clarification or reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Department of Education, GoB in respect of such Proposal.

3.16 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the Qualified Bidders shall not be disclosed to any person not officially concerned with the process. The BEPC, GoB will treat all information submitted as part of the Proposal in confidence and will ensure that all those who have access to such material to treat it in confidence. BEPC shall not divulge any such information unless ordered to do so by any statutory authority that has the power under law to require its disclosure.

3.17 CLARIFICATIONS

To assist in the process of evaluation of Proposals, BEPC, GoB may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submission made by the Bidder.

3.18 PROPOSAL EVALUATION

The Qualification Submissions of the Bidders would be checked for responsiveness to the requirements of the RFP and shall be evaluated as per the Criteria set out in this RFP.

3.19 DECLARATION OF SUCCESSFUL BIDDER

Upon acceptance of the Proposal of the bidder technically qualified with LCS (Least Cost Based Selection) criteria, BEPC, GoB shall declare the bidders as the successful bidders for the selection.

3.20 NOTIFICATIONS

BEPC, GoB will notify the Successful Bidder by a Letter of Intent/Award (LOI/LoA) that their Proposal has been accepted.

3.21 BIHAR EDUCATION PROJECT COUNCIL, GOB'S RIGHT TO ACCEPT OR REJECT PROPOSAL

- i. BEPC, GoB reserves the right to accept or reject any or all the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, without liability or any obligation for such acceptance, rejection or annulment.
- ii. BEPC, GoB reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- iii. BEPC, GoB reserves the right to reject any Proposal if at any time:

- a. Material misrepresentation made at any stage in the bidding process is uncovered; or
- b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- c. This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then BEPC, GoB reserves the right to take any such measure as may be deemed fit in the sole discretion of BEPC, GoB, including annulment of the bidding process.

3.22 PERFORMANCE BANK GUARANTEE (PBG)

- a. The successful bidder must furnish an unconditional and irrevocable bank guarantee /demand draft, in a format acceptable to BEPC, GoB of a value equivalent to **5% of the contract value within 07days of award of Letter of Intent (LOI)**. Validity of PBG would be up to 31.03.2027.
- b. Failure to submit the PBG within the time stipulated in the LOI may lead to cancellation/ withdrawal of LOI and, in such case, BEPC, GoB reserves the right to take any such measure as may be deemed fit by Department of Education, GoB including annulment of the bidding process.

4. CRITERIA FOR EVALUATION

The evaluation would consist of following:

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

4.1 PRE-QUALIFICATION CRITERIA

The following table describes the pre-qualification criteria. A bidder participating in the bidding process shall possess the following minimum qualification/eligibility criteria. Any bidder failing to meet the stated criteria shall be summarily rejected and will not be considered for further technical and financial Evaluation.

Sl	Conditions	Documents to be submitted
1.	Bidder should be a Company registered under Indian Companies Act 1956/2013 and should be in existence from last 10 years having in business in India. The Bidder should have the following Registrations: PAN Number GST Registration	Certificate of Incorporation GST certificate Copy of PAN
2.	The bidder should have Average Annual Turnover of INR 50 (Rupees Fifty) crores in last three financial years i.e. 2022-23 and 2023-24 & 2024-25.	CA Certified Turnover and Audited Financial Statements of the respective three financial years having valid UDIN No. ITR for the last three financial years. i.e. 2022-23, 2023-24 and 2024-25 (i.e. AY 2023-24, 2024-25 and 2025-26). GSTR 3B for the last quarter of current financial year.
3.	The bidder should have positive net worth and shall be profitable in the last three financial years i.e. 2022-23, 2023-24 & 2024-25.	CA Certified Turnover and Audited Financial Statements of the respective three financial years having valid UDIN No.
4.	The Bidder must have successfully undertaken at least the following numbers of similar assignments in schools under State/Central Government in the last three (3) years as on bid submission date. of value specified herein: - One similar work order costing not less than the amount of Rs 21 Crores (Rupees Twenty-One crores), Or Two similar work orders costing not less than Rs 16 Crores each (Rupees Sixteen crores), Or Three similar work orders costing not less than Rs. 11 Crores (Rupees Eleven Crores) each	Work Order Copy & Work Completion certificate/ CA Certificate with UDIN No. for Payment Proof.
5.	Bidders must have experience in supplies of similar assignments in minimum 2500 or above schools along with Supply monitoring software in single order under State/Central Government in the last three (3) years as on bid submission date.	• Work Order Copy. • Work Completion certificate/ CA Certificate with UDIN No. for Payment Proof.

6.	The Bidder must not have been blacklisted for fraudulent practices by any of its clients, Central Government / State Government / UT Government / Government Undertakings/ University / Educational Institutions/ Government Bodies / PSUs in India, as on bid submission date.	Self-Declaration
7.	Bidder must Provide MAF for Band Equipment.	Manufacturer Authorization Letter to be submitted on OEM Letter Head.
8.	Bidder must submit all the samples and demo logins of the proposed software on or before the date of submission of the bid.	Sample submission, demo logins of the proposed software on the bidder letterhead to be submitted.
9.	The OEM of Band Equipment should be in existence for the last 10 years as on bid submission date.	Copy of Certificate of incorporation & factory registration / GST Certificate.
11.	The bidder should submit the test report for all the sample equipment from NABL accredited Lab.	Copy of the test reports on the name of the bidder/ OEM. Test Reports issued after the published date will be considered.
12.	Technical compliance	To be submitted in Bidder letterhead for Band equipment.

“Similar products/assignments” is defined as: Supply of Material related to Band / Play – based learning/Teaching Learning Material in Schools under Central/ State Government in last three (3) years as on bid submission date.

4.2 Technical Qualification Criteria:

The following table describes the technical-qualification criteria. A bidder, who qualifies in pre-qualification criteria mentioned above, will be considered for further technical evaluation on the following criteria. Bidder who scores minimum 75 marks in the technical qualification criteria will be considered for financial Evaluation.

Sl.	Description	Evaluation Criteria	Criteria wise Marks	Maximum Marks
1.	The bidder should have average annual turnover of INR 50 (Fifty) crores in last 3 financial years (2022-2023, 2023-2024 & 2024-25)	>=₹ 50 Cr.	10	15
		>=₹ 75 Cr.	15	
2.	The Bidder must have successfully undertaken at least the following numbers of similar nature of assignments of value specified herein in single order in last three (3) years as on bid submission date.	More than 21 Crores	10	20
		More than 33 Crores	20	
3.	Bidders must have experience in supply of similar assignment in minimum 2500 or above schools along with Supply monitoring software in single order under State/Central Govt. Schools in the last three (3) years as on bid submission date.	More than 2500 schools	10	20
		More than 5000 schools	20	
4.	Bidders must have experience in supply of similar	Two Projects	10	20

	assignments with Supply monitoring software under State/Central Govt. Schools in the last three (3) years as on bid submission date.	Three Projects	15	
		More than three projects	20	
5.	Sample Demonstration (POC): Demo of the samples submitted Proposed Mechanism and live demo of Monitoring project with live monitoring software. Agency/ Firm will be invited to the demonstration also.	Quality of Sample Submission		25
Total				100

“Similar products/assignments” is defined as: Supply of Material related to Band / Play – based learning/ Teaching Learning Material in Schools under Central/ State Government in last three (3) years as on bid submission date.

To qualify the technical evaluation stage, the bidder must score a minimum of 75 mark.

Note: -

- Samples (i.e. 1 Set consisting of all items) shall be sealed and separately submitted by the bidder on or before bid submission date and time. Demo logins for the proposed software need to be submitted along with the samples.
- Consortium Purchase Order & Consortium will not be considered for evaluation.
- Bidder should submit all samples and non-submission of any sample mentioned in Annexure-1 will lead to rejection of Bid.

4.3 Financial Bid Evaluation Criteria

- The rates quoted should be valid for one year.
- The Financial bids of technically qualified bidders will be opened on the prescribed date.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail”.
- If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

4.4 AWARD OF CONTRACT

- a. The Authority will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid based on L1 price.
- b. BEPC will empanel the L1, L2 and L3 bidders and may split the work among L1, L2 and L3 bidders in accordance with Schools’ readiness.

- c. The explored price will be valid for one year/ until finish the supply of all schools under sanctioned budget whichever is later.
- d. The Authority shall, however, not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.
- e. BEPC, GoB shall notify the successful bidder in writing that the proposal has been accepted.
- f. An agreement shall be signed between BEPC, GoB and the selected bidder's laying down
The conditions of work, payment etc.
- g. Letter of Intent award and its acceptance by the selected bidder shall constitute a legal binding agreement between BEPC, GoB and the selected bidder till such time the contract agreement is signed.
- h. Payment will be released after successful delivery of the product.
- i. The EMD of unsuccessful candidate will be returned within 15 days of selection of the Agency.
- j. The clause related to the local purchase preference policy 2024 may be included.

4.5 GENERAL EVALUATION ELABORATION

An evaluation committee constituted by the BEPC will evaluate the bids as per the following pattern:

- 1 Conditional bid shall be summarily rejected.
- 2 Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4 The bidder is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
- 5 The bidder may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- 6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

5. SCOPE OF WORK

The Scope of Work for the agency is not limited but would include the following:

- I. The Successful bidder must supply mentioned BOM as per school category upon

confirmation of BEPC. BEPC shall make available the details regarding all 537 destination point with applicable items in the BOM along with Nodal Officer name and contact number where selected agency shall supply and provide the hybrid training.

- II. Bidder also should arrange the manual on usage of the Instruments which includes Do's and Don'ts.
- III. Bidder should explore the experienced instructors and deliver the online training sessions for master trainer/trainers.
- IV. The quantity to be supplied may vary, and the bidder should have supplied as per final indent given by BEPC.
- V. Bidder should provide the manual in QR code form.
- VI. Consolidated Unit Price shall be quoted in BOQ chart for all the items as indicated in the technical bid with specifications.
- VII. Detailed specifications are followed in Annexure 1.
- VIII. Prices shall be firm until the completion of work or supply, and no enhancements of rates will be made / is permitted because of any escalation during the period of rate.
- IX. BEPC, GoB reserves the right to accept or reject any or part of offers without assigning any reasons.
- X. The supply of the equipment should be done within **90 days or till 31.01.2026** (whichever is earlier) from the date of issuance of LoI/LoA. In case of any delay in delivery, penalty will be charged as per rules.
- XI. Delivery time may be extended in case of any unforeseen circumstances.
- XII. The supply of equipment shall be carried out strictly in accordance with the terms & conditions and specifications stipulated in the RFP.

6. PAYMENT SCHEDULE AND PENALTY

Payment will be released after the satisfactory receipt of material at the designated locations and certification by the concerned officer at BEPC.

If the selected bidder fails to perform services within the stipulated time schedule, the BEPC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquated damages, a sum equivalent to 1% per week of the undelivered items.

However, after successful delivery of at-least 40% quantity in phase I, 30% quantity in phase II & 30% quantity in phase III against purchase order and submission of bill in phase wise along with delivery challan for the same the payment of 75% amount against that bill amount shall be done. Rest 25% amount will be paid after completion of 100% delivery and quality inspection.

Note:

1. Payment will be as per GFR.
2. All payment to the Agency will be made in Indian Rupees.
3. GST components shall be paid as applicable and as per actual.
4. Payment will be made with respective work orders upon successful delivery of Goods.
5. For facilitating Electronic Transfer of funds, the selected Agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and forward a cheque leaf duly cancelled, to verify the details furnished.

These details should also be furnished on the body of every bill submitted for payments by the selected Agency.

7. Dispute Resolution

- a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b) All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - I. Conciliation: -All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
 - II. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - III. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
 - IV. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
 - V. The Arbitral award shall be final and binding on both parties.
 - VI. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration.

8. Termination & Blacklisting

- 8.1 The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.
 - a) If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
 - b) If the vendor becomes insolvent or goes into compulsory liquidation.
 - c) If the vendor, in the judgment of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- d) If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- e) If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f) If the vendor fails to provide Quality services as envisaged under this Agreement.
- g) Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- h) Failure to abide by any lawful directions of the Department.

8.2 Penalties: - The Department may impose a suitable penalty on the vendor of failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

8.3 Termination Payments: - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues from the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

8.4 Foreclosure with Mutual consent: -

- a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreed by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavor for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

8.5 Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the

selected agency. Further:

- a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- b) The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.



Annexure 1

Detailed Scope of Work

The integration of band equipment's within the school ecosystem is essential for fostering holistic development of students. In line with national educational goals and the emphasis on co-curricular activities under NEP 2020, there is an urgent need to equip schools with quality band equipment.

This project aims to bridge that gap by ensuring the provision of standardized band equipment's to government schools. It shall empower schools to conduct structured music sessions, promote cultural programs, and enable the formation of school bands for ceremonial events and competitions.

Importance of Band Equipment in Education:

1. Enhances Cognitive Development:

- Learning music improves memory, attention span, and spatial-temporal skills.
- Playing instruments stimulates brain regions associated with mathematics, reading, and emotional development.

2. Boosts Creativity and Expression:

- Music offers students a medium for self-expression, imagination, and innovation.
- Encourages experimentation and individual artistic identity.

3. Improves Discipline and Teamwork:

- Band practice requires synchronization, punctuality, and teamwork, fostering discipline.
- Students learn to listen to others and collaborate toward a common musical goal.

4. Promotes Cultural Awareness:

- Exposure to both classical and modern instruments nurtures respect for cultural diversity.
- Helps preserve traditional music while embracing contemporary styles.

5. Encourages Emotional Well-being:

- Music is a proven tool for stress relief and emotional regulation.
- It builds confidence and supports mental health in a safe, engaging environment.

6. Prepares for Public Performances and Events:

- School bands are integral to national festivals, parades, and inter-school competitions.
- Regular practice with band equipment readies students for community and school representation.

Providing band equipment for schools in Bihar would bring significant and wide-reaching benefits, especially in under-resourced communities. These investments can support equity, education, and community development as below:

- Enhances cognitive skills: Playing instruments strengthens memory, attention, and problem-solving abilities.
- Improves discipline and time management: Learning an instrument requires practice and

perseverance, translating to better academic habits.

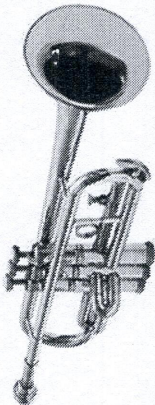
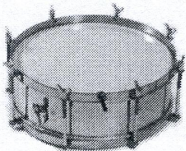
- Encourages teamwork: Band participation teaches collaboration, listening, and working toward common goals.
- Increases student engagement: Music programs can make school more enjoyable, encouraging regular attendance.
- Expose students to diverse cultures: Music from around the world promotes understanding and appreciation of different traditions.
- Strengthens school identity: Marching bands and performances at events create a sense of pride and unity.

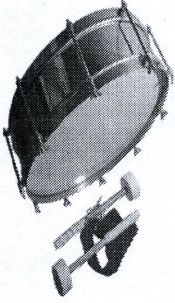
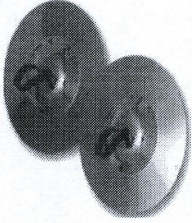
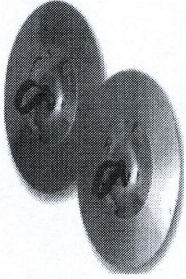
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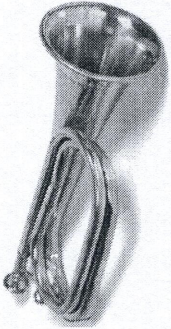
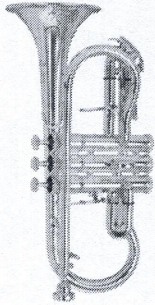
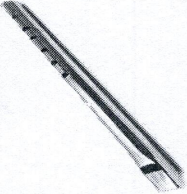
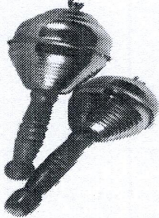
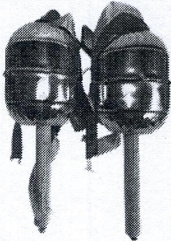
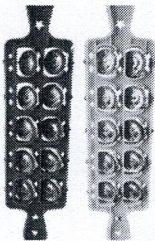
Sl.	Description	Qty (No. of Schools)
1	Band Equipment	537
2	Manuals on the usage of Equipment	
3	Distribution Tracking Software	

Detailed Specifications:

(1) Specifications of Band Equipment's (No. of Schools: 537)

Sl.	Product	Picture	Specifications	Pc per School
1	Brass Trumpet		Keys - B-flat, Material brass, number of Piston / valve 3, finish Golden, nickle / chrome plating. Bore size : 13.68 mm outer dia / 13 mm inner dia bell dia : 125.5 mm / barrel diameter : 20.5mm outer dia / 15.2 mm inner dia, barrel length : 118 mm Piston length : 66.8 mm half, 128.72 mm full, length 19 inch, width : 6 inch, weight 1.200kg - 1.250kg Provided with good quality cushioned Box/Case with zip.	3
2	Stainless Steel Side Drum with sticks		Drum Material: Stainless Steel, Base- Polyester film of 120micron Hook Material: Brass, Rod material: Iron. Accessories-: Belt, a pair of stick depth : 5.5 inch, dia : 12 to 14 inch, Number of rods - 8, Weight: 2 to 2.5 kg	8

3	Stainless Steel Bass drum/ PT DRUM with beater		Drum Material: Stainless Steel, Base- Polyester film of 120micron Hook Material Brass, Rod material: Iron. Accessories-; Belt, a pair of beater Depth : 9-12 inches. Dia : 24 to 28 inches, Number of Rods: 8, Weight: 3.5 to 4 Kg	2
4	PT Drum Stand		Adjustable height stand made of Metal material, weight – 1 - 2 Kg or higher. Should be easy to assemble or disassemble.	1
5	Stainless Steel Cymbals 8"		Material- Stainless Steel tied with rope, Dia 8 inch, Weight: 150-200 gm	3
6	Stainless Steel Cymbals 10"		Material- Stainless Steel tied with rope, Dia 10 inch, Weight: 200-250 gm	3
7	Major Stick/ Leading Sticks		More than 54 Inches height made of canwood, Stainless Steel Round of 11 Inches, upper symbol: 2 Inches, made of brass metal, steel Chain rounded, Weight: 550-650 gm	1

8	Brass Bigul		Made of copper & brass with mouthpiece 12 inches, Bell Dia 2.5 to 3 inches, Weight- 400 Gram. Provided with good quality cushioned Box/Case with zip.	3
9	Brass Cornet		Keys - B-flat , Material brass , number of Piston / valve 3 , finish Golden, nickle / chrome plating. Bore size : 13.68mm outer dia / 12.68 mm inner dia, bell dia : 5 inch / barrel diameter : 20.05mm outer dia / 16.05 mm inner dia , length 13.50 inch , width : 6 inch , weight 1.250 kg. Provided with good quality cushioned Box/Case with zip.	3
10	Bansuri - Steel (Flutes)		Material - Mild Steel, Length 12 inches, no. of holes 7, Mouthpiece made up of plastic. Weight: 50-60 gm	6
11	Maracas Small		Made of steel and wood, 6.5 inches dia stainless steel ball with wooden handle fitting. Weight: 250-350 gm	5
12	Maracas Big		Made of steel and wood, 8 inches dia stainless steel ball with wooden handle fitting and satin ribbons on the top. Weight: 600-700 gm	3
13	Virgin Plastic Zheeka/ Jhaal 10 jingles		Virgin Plastic body, 10 Jingles made of stainless steel, length 18 Inches, Width 4 Inches. Weight: 180-220 gm	6

14	Uniform with socks and shoes		Set of Uniform including Designer Coat (Gavadin fabric), Trouser for boys/ Skirt for girls (gavadin fabric), Shirt (cotton fabric), P cap (fibre and cloth fabric), Lanyard (zari), Belt (cotton), Hand gloves (cotton), Kamarbund (zari), Anklets (white polyester, zari)	21
15	Hat		Hat for the band leader (fibre and cotton fabric)	1

(2) Manuals on the use of Equipment

Manuals are to be provided for the usage of equipment. Manual should include objective, concept covered, and description of band equipment, step-by-step demonstration and usage of equipment. The Manual should be provided in Hindi language.

(3) Distribution Tracking Software

This scope of work is for design & development of an application for tracking and tracing the path of batches of shipment from the headquarters/State Level to the various districts and across the complete value chain up until the school level. The above-mentioned points summarize the requirement: -

- Each batch shipment will be assigned a unique QR Code/Bar Code
- Each batch will have certain fields assigned to it like date of dispatch, source/origin point, destination point, transit route with all interim locations tagged onto the same.
- Provision shall be made for all transit points (like district, block, school etc.) to update the information contained in the database (like “received”, “dispatched”, “cancelled”, “delayed” etc.) by scanning the QR Code/Bar Code on the batch shipment. This updation shall be made upon receipt and dispatch of shipment respectively with an option to enter remarks (to input certain important information pertaining to the state of receipt, dispatch, delay etc.)
- Provision shall be made to track the shipment by all concerned stakeholders like “Dept. HQRS”, “District Level Officer”, “Block Level Officer” and “School” to track the journey of the batch shipment through their respective logins in the mobile application. A graphical seek-bar on the UI can be provided pictorially depicting (representational) the complete route highlighting the areas covered/remaining towards the final destination.
- Provision will be made for the administrator to manually update the status of the shipment in case any stakeholder in the value chain is unable to update the information due to technical glitch.
- Provision for the administrator to define the different masters like “Shipment Status”, “Shipment Size/Category”, “locations” (for entering “Place of Origin” & “Place of Delivery”), mechanism for defining the transit route, estimated time of delivery etc.
- Provision for the administrator to define roles in the system with access rights &

privileges and assigning them to different users.

- h) Provision for the administrator to define the various users or optionally, users can download the application from the Android play-store and register themselves using some authentication mechanism.
- i) Provision for the administrator to view/download/print certain pre-defined reports like no. of shipments delivered in a particular time-period, no. of shipments pending to be delivered, no. of shipments which have overrun their estimated time of delivery etc.
- j) Provision for sending different application-based alerts and notifications to all stakeholders upon triggering of key events like “package received”, “package dispatched” etc.

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ANNEXURE 2: LETTER OF SUBMISSION

(On the letterhead of the bidder)

To,

The State Project Director,
Bihar Education Project Council,
Shiksha Bhawan,
Bihar Rashtrabhasha Parishad Campus,
Saidpur, Patna - 800 004.
e-mail: ssabihar@gmail.com

Ref: - RFP for Supply of Band Equipment's along with Hybrid Training at Govt. Schools in Bihar.

Sir,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Assignment provided to us by Department of Education.

We hereby agree and undertake asunder:

- a. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
- b. This Proposal is valid till (90 days from the Proposal Due Date). RFP can be download from the website <https://eproc2.bihar.gov.in>
- c. Bidder shall submit, along with their bids, EMD of Rs.XXXXXXXXXX/- (Rupees XXXXXXXXXXXXXX only) in the form of Bank Guarantee issued by the Schedule Bank, in favor of the "State Project Director, Bihar Education Project Council.
- d. That as on the date of submission of this tender, there is no blacklisting orders that bars us from working with any Government Agency / Department on account of deficiency in service.

Name of the Bidder

Date:-

Signature of Authorized Signatory

ANNEXURE – 3: Experience as per Scope

Sl	Name of Client	Location	Description of work	Value of Contract/ Work in Rs.	Duration (Start date- Completion date)
1					
2					
3					

NOTES:

- Each of the listed works shall be supported with the copy of work order & other documentary evidence as per the eligibility and technical evaluation criteria.
- Non-disclosure of any information in the schedule will result in disqualification of the firm

Signature of the applicant/Authorized Representative of Agency with Seal/Stamp

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ANNEXURE – 4: FORMAT FOR FINANCIAL PROPOSAL

(On the letter head of the bidder)

To,

The State Project Director,
Bihar Education Project Council,
Shiksha Bhawan,
Bihar Rashtrabhasha Parishad Campus,
Saidpur, Patna - 800 004.
e-mail: ssabihar@gmail.com

Sub: - RFP for Supply of Band Equipment's along with Hybrid Training at Govt. Schools in Bihar.

Sir,

We are pleased to quote the price as below. We have reviewed all the terms and conditions of the 'Request for Proposal' and confirm that, we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP.

We further declare that any State Government, Central Government or any other Government or Quasi Government Agency has not barred us or blacklisted from participating in any Bid.

Our Financial Quote for the Band Equipment with Hybrid Training to students across Secondary and Higher Secondary Schools in Bihar through BEPC, GoB Bihar, Patna is INR (in figures) XXXXXXXXXXXX (INR XXXXXXXXXXXX in Rupees). This amount includes all charges and taxes but is **exclusive of GST** which shall be payable at prevailing rates.

We abide by the above offer/quote and terms condition of the RFP, if the BEPC, Bihar selects us as the Selected Bidder/Agency. If our offer is accepted and if we fail to perform in the manner as specified in the RFP Document, the amount of Bid Security, as aforesaid, shall stand absolutely forfeited to the BEPC, Bihar without prejudicing the rights of the BEPC, Bihar to proceed further in any manner it deems fit. Until a formal Agreement is prepared and executed between us, this bid, together with your LOI, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid that you may receive. We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our bid is found to be nonresponsive, will be sufficient for the BEPC, Bihar to reject our bid and forfeit our bid security in full.

Name

Sincerely,

Name of the Firm/Agency

Designation and Address

Mobile and Email

Date: -

Signature of the applicant/ Authorized Representative of Agency with Seal/Stamp



ANNEXURE – 5: Financial Bid Format**RFP for Supply of Band Equipment along with Hybrid Training at Govt. Schools in Bihar.**

Sl.	Particulars	Total Schools	Rate per School	GST	Total Price Per School Including GST
			A	B	C = A+B
A	Band Equipment	537			
Grand Total					

Note:

- GST shall be payable on applicable items only at prevailing rates.
- Total prices should be inclusive all.

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ANNEXURE - 6
FORMAT- EMD

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated for Bihar Education Project Council RFP **Reference No. dated for** (Project Name).

KNOW ALL MEN by these presents that We..... of having our registered office at..... (Hereinafter called "the Bank") are bound unto The STATE PROJECT DIRECTOR-BEPC (hereinafter called "the Purchaser") in the sum of INR/- (..... only) for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **Fails or refuses to execute the Contract, if required; or**
 - (b) **Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up toand any demand in respect thereof should reach the Bank not later than the specified date/dates.

witness
Address of witness

Signature of the Bank
Authority. Name
Signed in Capacity of Name & Signature of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

✓

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ANNEXURE - 7
Performance Bank Guarantee Format

To

The State Project Director,
 Bihar Education Project Council (BEPC),
 Shiksha Bhawan, Saidpur-800 004. (BIHAR)

Whereas Bid (hereinafter called "the Bidder") has submitted its Bid dated (date of submission of Bid) for "..... (Name of Project) in consonance with the RFP Reference No. BEPC/..... Dated..... (e-Tender No.)) issued by the BEPC, Patna, (hereinafter called "the Bid"].

Whereas as per RFP Clause of the Bid, the bidder is required to furnish a Bank Guarantee as Performance Security from a scheduled bank (Bank Guarantee).

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called "the Guarantor Bank") has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSED:-

1. If the Bidder having been notified of the acceptance of its Bid by the State Project Director, Bihar Education Project Council (BEPC), Patna
 - (a) during the period of Bid Proposal validity:
 - (b) fails to perform as per the contract obligations

The Guarantor Bank shall immediately on demand pay the State Project Director, Bihar Education Project Council (BEPC), Patna, without any demur and without the State Project Director, Bihar Education Project Council (BEPC), Patna having to substantiate such demand a sum of Rs.(.....) only (Guaranteed Amount).

- 2 The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the State Project Director, Bihar Education Project Council (BEPC), Patna notwithstanding any objection or dispute that may exist or arise between the State Project Director, Bihar Education Project Council (BEPC), Patna, and the Bidder or any other person.
- 3 The demand of the State Project Director, Bihar Education Project Council (BEPC), Patna on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfilment of the conditions stipulated in (1) above,
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the State Project Director, Bihar Education Project Council (BEPC), Patna and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs.() only.
5. If it is necessary to extend this Guarantee on account of any reason whatsoever. we undertake to extend the period of this Guarantee on the request of the Bidder under

intimation to the State Project Director, Bihar Education Project Council (BEPC), Patna.

6. To give full effect to the Guarantee contained herein, the State Project Director, Bihar Education Project Council (BEPC), Patna shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as aforesaid and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the State Project Director, Bihar Education Project Council (BEPC), Patna in writing up to dated, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day

Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

Note: To be executed at the time of Signing of Contract by the Selected Vendor