

RFP Reference No. BEPC/SK- 2024-25/TLM/2024/855, Dated 19.02.2024



**Request for Proposal (RFP)
For**

**Empanelment of Agency for Supply of
Student Kit (Teaching Learning Material) for Class VI to XII**

Bihar Education Project Council
2nd/3rd Floor, Shiksha Bhawan,
Bihar Rashtrabhasha Parishad Campus,
Saidpur, Rajendra Nagar, Patna - 800 004 (Bihar)

Empanelment of Agency for Supply of Student Kit (Teaching Learning Material) for Class VI-XII

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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 the 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 fulfilment 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 includes the invitation to bid |
| 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. SPD, BEPC, Department of Education, GoB shall be the Competent Authority in this bidding document. |
| Contract | "Contract" means a legally enforceable agreement entered into between the Procuring entity and the selected bidder(s) with mutual obligations. |
| LD | Liquidated Damages |
| LoA | Letter of Acceptance |
| 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 |

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|--------------------------------------|---|
| 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 |

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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 | BEPC/SK 2024-25/TLM/2024/855, Dated 19.02.2024 Available for download from 19/02/2024, 5:00 PM onwards till 10/03/2024, 4:00 PM on e-proc-2 website |
| 3 | Last date for submission of written queries for clarifications | 23/02/2024, 5:00 pm Email: ssabihar@gmail.com |
| 4 | Date of pre-bid conference | 24/02/ 2024, 2:30 pm at https://us02web.zoom.us/j/81546272058?pwd=SlzRzhIvHVCVTg4NFQ5MTZMMWY5UT09 Meeting ID: 815 4627 2058 Passcode: abc123 Virtual Mode e-mail: ssabihar@gmail.com |
| 5 | Release of response to clarifications | 27/02/2024, 5:00 PM |
| 6 | Last date of submission of bid | 10/03/2024, 4:00 PM |
| 7 | Last date of submission of Hard copy of BG and Samples at BEPC | 10/03/2024, 4:00 PM |
| 8 | Opening of Technical Bids | 10/03/2024, 4:30 PM |
| 9 | Opening of Financial Bids | To be intimated |
| 10 | Contact person for queries | The State Project Director, Bihar Education Project Council, Shiksha Bhawan, Bihar Rashtra Bhasha Parishad Campus, Saidpur - 800 004. e-mail : ssabihar@gmail.com |

1. REQUEST FOR PROPOSAL

State Project Director, Bihar Education Project Council, Patna invites Bid on behalf of Bihar Education Project Council (BEPC) from eligible agencies. The bids comprising mandatory compliance along with technical bids and price bids shall be submitted on eproc-2 webiste. 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 Pre-Qualification, Technical and Financial Proposal in the prescribed formats, within the Proposal Due Date as prescribed under the “Fact Sheet” of 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 www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

2. BACKGROUND INFORMATION

Bihar Education Project Council (BEPC) is an autonomous body of Education Department, Govt. of Bihar. Bihar Education Project Council has now been entrusted to implement Samagra Shiksha, a holistic school education programme in the backdrop of National Education Policy, 2020 after the successful implementation of BEP, DPEP III, Sarva Shiksha Abhiya along with NPEGEL.

The Selected Agency will have to supply Student kit (TLM) for Class VI to Class XII students’. Details about the items is given in Annexure-I.

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 <http://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

- a) 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.
- b) 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

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any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

- c) 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://www.bepessa.in> www.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 | | | | |

3.6 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://www.bepessa.in> / www.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

- a) The Proposal must be valid for a period not less than 90 days from the Proposal Due Date ("Proposal Validity Period"). BEPC, GoB reserves the right to reject any Proposal that does not meet this requirement.
- b) 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.
- c) The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

3.9 BID SECURITY

- a) Bidders shall submit, along with their Bids, EMD of INR 5 crores (Five Crores only) in the form of Bank Guarantee issued by any Scheduled bank. EMD will be valid till 31.05.2024. (Bank Details: State Project Director - BEPC, A/c No. 245001000002776, IFSC Code - IOBA0002450)
- b) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- c) Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
- d) 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 Department of Education, GoB and the Successful Bidder.
- e) 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.
- f) The Bid Security shall be forfeited in the following cases:



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- If the Bidder withdraws its Proposal;
- If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
- If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

3.10 BIDDER'S RESPONSIBILITY

- a) 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.
- b) 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.
- c) BEPC, GoB shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- d) All taxes payable to government must be paid by the service provider 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

- a) 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.
- b) The Proposal must include submissions to be made on the respective Proposal Due Date as set out in RFP Time Schedule.
- c) 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

- a) 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.
- b) 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.
- c) 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

- a) Proposals must be submitted as per information provided in this RFP.
- b) 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.

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- 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.
 - 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.
 - 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 with 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 tenderer technically qualified with LCS (Least Cost Based Selection) criteria, BEPC, GoB shall declare the tenderers as the successful bidders for the Empanelment.



3.20 NOTIFICATIONS

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

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

- a) 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.
- b) 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.
- c) 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
 - The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

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 valid for the contract term, of a value equivalent to **5% of the contract value within 07 days of award of Letter of Intent (LOI)**. PBG will be valid till 30.06.2024.
- 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 declare the L2 bidder as the successful tenderer and proceed with the contractual process or 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:

- a) **Technical evaluation:** The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Eligibility criteria.
- b) Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
- c) 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 to the Bidders that have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.
- d) Please note that no conditional bid will be entertained

4.1 PRE-QUALIFICATION CRITERIA

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

| SI | Conditions | Documents to be submitted |
|----|---|--|
| 1 | The Bidder should be a Company registered under Indian Companies Act 1956/2013 and should be in existence from last 10 years. The Bidder should have the PAN Number & GST Registration Certificate. | Certificate of Incorporation GST certificate Copy of PAN |
| 2 | The bidder should have annual turnover of minimum INR 500 crores or more every year in the last three Financial years. i.e. 2020-21, 2021-22 and 2022-23. | Audited Financial Statements of last three financial years. |
| 3 | The net worth of the bidder in the last three | Copy of Balance Sheet and CA |

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| | <p>financial years, (as per the last published audited balance sheet) should be positive.</p> <p>The bidder should be profitable and should not be in loss in last three years (as per the last published audited balance sheet) i.e. 2020-21, 2021-22 and 2022-23.</p> | <p>Certificate with 18 digit UDIN number.</p> |
| 4 | <p>The bidder must have successfully undertaken at least the following numbers of Similar assignments of value specified herein:-</p> <p>One project not less than the amount of ₹250,00,00,000/- (Two hundred Fifty Crores Only)</p> <p>OR</p> <p>Two projects not less than the amount of Rs. ₹200,00,00,000/- (Two hundred Fifty Crores Only)</p> <p>OR</p> <p>Three projects not less than the amount of Rs. 150,00,00,000/- (One Hundred Fifty Crores Only)</p> <p>Note: Similar Experience assignments defined as: Supply of Student kit /School kits/Educational projects/ IT/ITes projects in State or Central Government in last seven years as on 31.03.2023.</p> | <p>Work Order and Completion Certificate/Payment Certificate certified by CA.</p> |
| 5 | <p>The Bidder must have a valid certificate: ISO 9001 -2015</p> | <p>Copy of Valid certificates in the name of Bidder.</p> |
| 6 | <p>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 the Date of submission of the bid .</p> | <p>Self-Declaration (Refer Format Annexure-4)</p> |
| 7 | <p>Consortium is not allowed under this assignment</p> | |

4.2 Technical Evaluation Criteria

Only those bidders who qualify in Pre-Qualification as per above will be considered for Technical Evaluation. During the process of evaluation of the Technical Proposals, the Tender

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Committee may seek additional information and clarifications from any or all the bidders. This clarification will be sought through email communications/request a personal visit of the authorized representatives of the bidder. The bidder is expected to provide the clarifications or additional information within the stipulated time as indicated in the communication. If the bidder fails to provide the clarification or additional information, the information provided in the technical proposal only will be used for evaluation. Only the bidders, who score a Technical score of more than 75 Marks will qualify for the evaluation in the commercial bid.

The technical bid will be evaluated on the below mentioned criteria:

| Sl. No. | Description | Evaluation Criteria | Criteria wise Marks | Maximum Marks |
|---------|--|---|---------------------|---------------|
| 1 | The bidder should have annual turnover of minimum INR 500 Cr every year in last 3 financial years 2020-21, 2021-22 and 2022-23) | More than ₹500 Cr. | 5 | 10 |
| | | More than ₹700 Cr. | 10 | |
| 2 | The bidder should have Experience in Supply of Student kit /School kits/ Other educational materials in Government schools under State or Central Government in last seven years as on 31.03.2023. | Single project of value more than 200 Cr. | 10 | 10 |
| 3 | The bidder should have experience in The supply of story books/ Workbooks/ Charts/ colors/ Student working sheets/ Educational IT applications in Government schools under State or Central Government in last seven years as on 31.03.2023. | Supplied quantity =>100000 Student/Unit | 10 | 15 |
| | | Supplied quantity =>500000 Student/Unit | 15 | |
| 4 | The bidder should have Experience in Implementation of Project with Monitoring tools/Portal in Government Schools/ Institution under State or Central Government/ Autonomous Body in last seven years as on 31.03.2023. | 01 project | 5 | 15 |
| | | 02 projects and above | 10 | |
| | | 03 projects and above | 15 | |

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| | | | |
|--------------|---|----|------------|
| 5 | Sample Demonstration (POC) Note: Sample of all materials as per RFP (Scope of Work) should be submitted till last date of bid submission. | 25 | 25 |
| 6 | Technical Presentation a) Proposed Mechanism of Monitoring of project. b) Work-plan and Methodology. c) Previous case studies. d) Content sharing Platform software and e) Kit distribution tracking software. Agency/Firm will be invited for presentation and demo. | 25 | 25 |
| Total | | | 100 |

Note: -

- Kit Samples (i.e. 2 Sets consisting of all items) shall be sealed and separately submitted by the bidder on or before bid submission date and time.
- To qualify the technical evaluation stage, the bidder must score a minimum of 75 marks.

4.3 Financial Bid Evaluation

- Only the bidders, who score a total technical score of 75 (Seventy Five) or more, will qualify for the evaluation of their commercial bids.
- 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.
- Lowest Cost Based Selection (L1) Method shall be used to select the bidder.



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- BEPC reserves the right to split the work on L1 rate among L1 & L2 or L1, L2 & L3 bidder.

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 on the basis of LCS evaluation.
- b. 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.
- c. BEPC, GoB shall notify the successful bidder in writing that the proposal has been accepted.
- d. An agreement shall be signed between BEPC, GoB and the selected bidder's laying down the conditions of work, payment etc.
- e. Letter of Intent award and its acceptance by the selected bidder shall constitute a legal binding between BEPC, GoB and the selected bidder till such time the contract agreement is signed.
- f. The EMD of unsuccessful candidate will be returned within 15 days of selection of the Agency.

4.5 GENERAL EVALUATION ELABORATION

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

- a. Conditional bids shall be summarily rejected.
- b. 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.
- c. 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.
- d. The Tenderer 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

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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.

- e. The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- f. 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:

- a. The rates shall be on F.O.R at 534 blocks/BRC across the Bihar. BEPC shall made available the details regarding all 534 destination point with Nodal Officer name and contact number where selected agency shall supply the kit.
- b. Timeline for the supply is 90 days from the date of issue of Letter of Intent.
- c. The rate contract will be initially for a period of one year and extendable for a further period of one more year under mutual agreement at the same terms and conditions subject to satisfactory performance of the agencies.
- d. Consolidated Price shall be quoted in BOQ chart for each TLM kit combined together with all the items as indicated in the technical bid with specifications.
- e. Below items will form the part of Scope. Detailed specifications are followed in Annexure 1.
 - TLM Kits for Class VI to XII.
 - Content Sharing Portal
 - Kits Distribution Tracking software
- f. Prices shall be firm until the completion of work or supply and no enhancements of rates will be done / is permitted because of any escalation during the period of rate contract.
- g. BEPC, GoB reserves the right to accept or reject any or part of offers without assigning any reasons.
- h. The supply of the Teaching Learning Materials should be done within 90 days from the

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date of issuance of LoA/LoI and in case of any delay in delivery, penalty will be charged as per rules.

- i. The quantity of items can be increased or decreased as per our requirements.
- j. The supply of Teaching Learning Materials shall be carried out strictly in accordance with the terms & conditions and specifications as stipulated in the tender, in the approved workman like manner and as per standard practice. Materials supplied shall be of high quality.

5.1 PROJECT DURATION AND RESOURCE DEPLOYMENT

The project period will be **12 months** starting from the Actual Date of Work Started i.e. date of issue of Letter of Intent (LoI).

The agency shall deploy a **full time resource** at the client location for the entire contract duration.

5.2 PAYMENT SCHEDULE AND PENALTY

- a. Final Payment will be released after the satisfactory receipt of material at the designated locations and certification by the concerned District co-ordinator at BEPC.
- b. After delivery of at least 20% quantity against purchase order and submission of bill 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 full delivery.
- c. In case of Government Organisation, Central or State, 40% advance payment may be done against Bank Guarantee equivalent to payment amount on the basis of their request and on submission of Performa Invoice/Advance bill.
- d. 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 liquidated damages, a sum equivalent to 0.5% per week up to maximum 5% of the undelivered items.

Note:

1. Payment will be as per GFR.
2. All payment to the Agency will be made in Indian Rupees.
3. GST component shall be paid as applicable and as per actuals.

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4. 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.

6. 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.
- d) The Arbitral award shall be final and binding on both the parties.
- e) 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

7. Termination & Blacklisting

- I. 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 15 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 15 days.
 - b. If the vendor becomes insolvent or goes into compulsory liquidation
 - c. If the vendor, in the judgement 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. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Department.
 - h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
 - i. Failure to abide by any lawful directions of the Department.
- II. **Penalties:** - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty
- III. **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 of 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
- IV. **Blacklisting without termination:** - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.



V. 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 agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties 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.

VI. 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.

Note:- Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department.

Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.



ANNEXURE 1
SPECIFICATION OF STUDENT KIT (TLM)

I. CLASS VI- VIII (Approx. 5423694 Students)

| Sl. No. | Items | Qty | Specifications/Descriptions | |
|---------|---------------------------------------|-----|--|-------------------------|
| 1 | Geometry box | 1 | <ul style="list-style-type: none"> ➤ Size- 7 X 3 inches approx. ➤ Material- Metal ➤ Compass ➤ Protractor 180° ➤ Set Square 45° ➤ Set Square 60° ➤ Divider ➤ Pencil ➤ Eraser ➤ Sharpener ➤ Scale 15 cm | |
| 2 | Notebook | 2 | <ul style="list-style-type: none"> ➤ Type – Single line ➤ No. of Pages - 90 ➤ Size - 24 x 18 cm ➤ Outer cover – 250 GSM ➤ Inner paper – 60 GSM | |
| 3 | 30 CM Plastic Ruler | 1 | <ul style="list-style-type: none"> ➤ Size – 30 cm ➤ Material - plastic | |
| 4 | Dictionary (Mini) English to Hindi | 1 | <ul style="list-style-type: none"> ➤ No. of pages – 600 or more ➤ More than 20000 Words and Derivatives with detailed translations in Hindi. ➤ Outer Cover – 200 GSM ➤ Inner Page – 55 GSM | |
| 5 | English Cursive Writing Notebook | 1 | <ul style="list-style-type: none"> ➤ Size – 8.5 X 11 inches ➤ Pages – 32 ➤ Outer Cover – 250 GSM ➤ Inner Page – 60 GSM | |
| 6 | Pen (set of 5) | 1 | <ul style="list-style-type: none"> ➤ Ball pen ➤ Tip - 0.7 mm | |
| 7 | A4 size Colour sheets | 12 | <ul style="list-style-type: none"> ➤ Qty – 12 ➤ Size – 8.5 X 11 inches ➤ 80 GSM | |
| 8 | School Bag | 1 | Size (Length X Breadth) | 15” X 11“ |
| | | | Colour | Maroon or Blue |
| | | | Zip Count | 3 |
| | | | Dual Zip | Back Pocket (Wide Area) |
| | | | Zip Runner | Steel & size – 8 No. |
| | | | Side pocket for bottle | 1 |

0

II. CLASS IX- X (Approx. 2981321 Students)

| Sl. No. | Items | Qty | Specifications/Descriptions |
|---------|----------------------|-----|--|
| 1 | Geometry box | 1 | <ul style="list-style-type: none"> ➤ Size- 7 X 3 inches approx. ➤ Material- Metal ➤ Compass ➤ Protractor 180° ➤ Set Square 45° ➤ Set Square 60° ➤ Divider ➤ Pencil ➤ Eraser ➤ Sharpener ➤ Scale 15 cm |
| 2 | School Atlas (Hindi) | 1 | <ul style="list-style-type: none"> ➤ No. of pages – 90 or more ➤ Outer Cover – 200 GSM ➤ Inner Page – 55 GSM |
| 3 | Graph Book | 1 | <ul style="list-style-type: none"> ➤ Size – 8.5 X 11 inches ➤ Pages – 24 ➤ Outer Cover – 250 GSM ➤ Inner Page – 60 GSM |
| 4 | Notebook | 3 | <ul style="list-style-type: none"> ➤ Type – Single line ➤ No. of Pages - 90 ➤ Size - 24 x 18 cm ➤ Outer cover – 250 GSM ➤ Inner paper – 60 GSM |
| 5 | Pen (set of 5) | 1 | <ul style="list-style-type: none"> ➤ Ball pen ➤ Tip - 0.7 mm |
| 6 | Dictionary (Mini) | 1 | <ul style="list-style-type: none"> ➤ No. of pages – 600 or more ➤ More than 20000 Words and Derivatives with detailed translations in Hindi. ➤ Outer Cover – 200 GSM ➤ Inner Page – 55 GSM |

III. CLASS XI- XII (Approx. 1049059 Students)

| Sl. No. | Items | Qty | Specifications/Descriptions |
|---------|-----------|-----|---|
| 1 | G.K. Book | 1 | <ul style="list-style-type: none"> ➤ No. of pages – 350 or more ➤ Outer Cover – 200 GSM ➤ Inner Page – 55 GSM |
| 2 | Notebook | 2 | <ul style="list-style-type: none"> ➤ Type – Single line ➤ No. of Pages - 90 ➤ Size - 24 x 18 cm ➤ Outer cover – 250 GSM ➤ Inner paper – 60 GSM |

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| | | | |
|---|---------------------|---|--|
| 3 | Reasoning Book | 1 | <ul style="list-style-type: none">➤ No. of pages – 250 or more➤ Outer Cover – 200 GSM➤ Inner Page – 55 GSM |
| 4 | Spoken English Book | 1 | <ul style="list-style-type: none">➤ No. of pages – 400 or more➤ Outer Cover – 200 GSM➤ Inner Page – 55 GSM |

IV. Specifications of Content Sharing Portal

The software should be able to provide the management of school, teachers and students. Software should have the following basic features i.e. Login for School, teachers and students.

Head Office / School Portal

- HO should be able to create multiple schools and invite teachers and students.
- Each School need to have an individual Login.

Teacher portal

- Teacher should be able to share course material (videos/ documents etc.)
- Teacher should be able to distribute the content subject wise and class wise to his/her students.
- Teacher should be able to track the student action on the content shared.
- Teacher should be able to give descriptive assignments to the students and evaluate them online through annotation and publish result to the students along with the feedback.
- Teacher should be able to give online assessments in MCQ form (Image enable) to the students and result need to be auto published at the end of the assessment to the students.
- Software should have Individual Teacher Content Repository System to access the content from any location.

Student Portal

- Students should be able to view and download content shared by the respective teachers.
- Students should be able to submit assignments and view the evaluation shared by the teacher.

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- Student should be able to take MCQs given by the teacher in the respective timeline and view his result at the end of the assessment.

Analytics

- Department should be able to analyze school, teacher and student performance
- School should be able to analyze teacher activities and student performance
- Monitor and track the application usage by the schools

PS: Detailed requirements shall be given to the successful bidder before development. Bidder should have the experience of developing such application and show the same during technical evaluation.

V. KITS DISTRIBUTION TRACKING SOFTWARE

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

- a. Each batch of Kit shipment will be assigned a unique QR Code/Bar Code
- b. 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.
- c. 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.)
- d. 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.
- e. 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 glitches.
- f. 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.

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- g. 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.
- k. Integration with SMS & E-mail Gateway for sending the alerts to stakeholders apart from the in-App notifications.

PS: Detailed requirements shall be given to the successful bidder before development. Bidder should have the experience of developing such application and show the same during technical evaluation.



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

Sub: Letter of Submission for Empanelment of Agency for Supply of Student Kit (Teaching Learning Material) for Class VI to XII.

Ref: -

Sir,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Assignment provided to us by BEPC, Department of Education. We hereby agree and undertake as under:

- 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 www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/- and processing fee of Rs. 590/-. The fees will have to be paid through online on the above mentioned website. Proposal received without or with inadequate RFP document fees shall be rejected.
- c. Bidder shall submit, along with their bids, EMD of Rs. XXXXXX crores (XXXXXXX crores only) in the form of Bank Guarantee issued by the Schedule Bank, in favor of the "State Project Director, Bihar Education Project Council (IFSC Code IOBA0002450).
- d. That as on the date of submission of this tender, there is no blacklisting order that bars us from working with any Government Agency / Department on account of deficiency in service.

Signature of Authorized Signatory
with seal
Name of the Bidder
Date:



**ANNEXURE – 3
LIST OF SIMILAR WORK**

| 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 evidences 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



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 Empanelment of Agency for Supply of Student Kit (Teaching Learning Material) for Class VI to XII.

Ref: - -----

Sir,

We are pleased to quote the price in financial bid format (Annexure 5). 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 from participating in any Bid.

Our Financial Quote for the Empanelment of Agency for Supply of Student Kit (Teaching Learning Material) for Class VI to XII, BEPC, GoB, Bihar, Patna is INR (in figures) XXXXXXXXXXXX (INR in Rupees). This amount includes all charges and taxes including 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
Name of the Firm/Agency
Designation and Address
Mobile and Email
Date:

Sincerely,

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



ANNEXURE – 5
Financial Bid Format
Empanelment of Agency for Supply of Student Kit (Teaching Learning Material)
for Class VI to XII

| S. No | Particulars | Rate per Kit | GST | Total Price Per kit Including GST |
|-------------|---|--------------|-----|-----------------------------------|
| | | A | B | C = A+B |
| 1 | Student Kit (Teaching Learning Material) for Class-VI to VIII along with Content Sharing Portal and Kits Distribution Tracking Software | | | |
| 2 | Teaching Learning Material for Class-IX to X along with Content Sharing Portal and Kits Distribution Tracking Software | | | |
| 3 | Teaching Learning Material for Class-XI to XII along with Content Sharing Portal and Kits Distribution Tracking Software | | | |
| Total Price | | | | |

Note:

— GST shall be payable at prevailing rates.

