

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

RFP/GeM Bid Reference No: MIS/SS/79/2023-24/.....

4376
dt. 3/7/2023

REQUEST FOR PROPOSAL (RFP)

The Bihar Education Project Council (BEPC), the State Implementation Society for "Samagra Shiksha (SS)" invites Request for Proposal (RFP) for empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar.



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

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Table of Contents	
Key Events & Dates	Page 3-4
Disclaimer	Page 5-6
1.Introduction	Page 7
2. Instruction to the bidders	Page 8-12
3. Scope of work	Page 13-14
4. Eligibility Criteria/Evaluation Criteria/Award of Work	Page 15-18
5. Performance Bank Guarantee	Page 19
6. Contract Duration	Page 19
7. Termination of the Contract.....	Page 19-20
8. Modification & Withdrawal of Bid	Page 20
9. Delivery Timeline.....	Page 20
10. Terms of Payment....	Page 21
11. Penalty Clause.....	Page 21-22
12. Operational/Warranty Period Penalty Clause.....	Page 22
13. Obligations of PSU/PMC.....	Page 22-24
14. Limitations of PSU's Liability	Page 24
15. Jurisdictions.....	Page 24
16. Dispute Resolutions....	Page 24
17. Other Terms & Conditions.....	Page 25-28
18. Response Formats....	Page 29-34

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Key Events & Dates

Sl. No.	Activity	Date
1.	RFP issuing Authority	State Project Director, Bihar Education Project Council (BEPC)
2.	Name of the Project Work	Request for Proposal (RFP) for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar
3.	Date of Publishing of e-Notice Inviting Tender	As per GeM Bid Document.
4.	Place of availability of Bid document	https://bepcssa.in and https://gem.gov.in
5.	Place of uploading of Bids	https://gem.gov.in
6.	Earnest Money Deposit (EMD)/Per Zone.	Rs. 5,00,00,000/- (Rupees Five Crore) only in the form of Demand Draft (DD) /Bank Guarantee (BG) issued by any Nationalized /Scheduled Bank in favour of STATE PROJECT DIRECTOR - BEPC, payable at Patna. In the case of Bank Guarantee, it should be valid for 180 days from the date of opening of bid.
7.	Name and address of Office for Submitting EMD (in sealed envelope)	The State Project Director Bihar Education Project Council Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Saidpur – 800 004. e-mail: ssabihar@gmail.com
8.	Nature of Bid Process	Two Bid System (Simultaneous receipt of separate technical and financial bids)
9.	Last date of submission of written queries by bidders for clarification on RFP	13/07/2023; 1:00 PM.
10.	Date & Time of Pre-bid Conference	13/07/2023; 3:00 PM.
11.	Venue of Pre-bid Conference	Office of the State Project Director Bihar Education Project Council Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Saidpur – 800 004. e-mail: ssabihar@gmail.com

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Sl. No.	Activity	Date
12.	Tentative Date & Time for uploading the response to pre-bid clarifications.	15/07/2023; 3:00 PM.
13.	Last date of online submission of Bid (only through https://gem.gov.in)	25/07/2023, up to 3:00 PM.
14.	Last Date of submission of Original EMD (in the form of DD/BG) and the Price Bid Submission Form in two different sealed envelopes in BEPC Office, Patna)	25/07/2023, by 3:30 PM. or By 3:30 PM on next working day of last date of online bid submission (in case last date of submission of online bid is holiday)
15.	Validity of Proposal/Bid	As per GeM terms & conditions.
16.	Method of Selection	Least Cost Method (L1)
17.	Date and time of opening of technical bid	25/07/2023, By 3: 30 PM. or By 3:30 PM on next working day of last date of online bid submission (in case last date of submission of online bid is holiday)
18.	Date and time of opening of Financial Bid	Will be communicated after technical evaluation process is over.

Note: BEPC reserves the right to amend document for RFP, schedules, and critical dates. It is sole responsibility of bidder to check <https://gem.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.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Disclaimer

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the BEPC or any of its employees, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the BEPC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BEPC in relation to the Supply and Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the BEPC, or its employees to consider the objectives, technical expertise, and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, before placing reliance on aforesaid assumptions, assessments, statements, and information [furnished in this RFP, by the BEPC] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For avoidance of doubt in case any Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the BEPC in this RFP], then the same shall not in any manner bind/make liable the BEPC to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BEPC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

The BEPC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

The BEPC also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any Bidder upon the statements contained in this RFP.

The BEPC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the BEPC is bound to select a Bidder or to appoint the Selected Bidder for the Supply /Services and the BEPC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BEPC, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the BEPC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

1. INTRODUCTION

1.1 Background :

Bihar Education Project Council (BEPC) an autonomous body of Education BEPC, Govt. of Bihar, has now completed about two and half decades in implementing various education programmes in the state up to secondary/senior secondary level.

The council has also honor of successfully implementing the Government of India sponsored ten-year Sarva Shiksha Abhiyan (SSA) as State Implementation Society (SIS) in all the 38 districts of Bihar.

Bihar Education Project Council has now been entrusted to implement "Samagra Shiksha", a holistic school education programmes in the backdrop of National education Policy, 2020. Considering the approval of Cabinet Committee on Economic Affairs, the Samagra Shiksha Abhiyan- an integrated scheme for school education (ISSE), Bihar Government has taken decision to run this centrally sponsored Scheme which has submerged three schemes of Sarva Shiksha Abhiyan (SSA), Rashtriya Madhyamik Shikhsa Abhiyan (RMSA) and Teacher Education (TE) through the Bihar Education Project Council (BEPC) – the single State Implementation Society (SIS). The integrated scheme on School Education envisages the school as a continuum from pre-school, primary, upper primary, Secondary to Senior Secondary levels. The vision of the scheme is to ensure inclusive and equitable quality education from pre-school to senior secondary stage in accordance with Sustainable Development Goal (SDG) for Education.

1.2 Aims & Objectives :

The Bihar Education Project Council is implementing various IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects on a large scale. To ensure that these projects are implemented in a time bound and efficient manner , the BEPC wishes to empanel and hire consultancy services from Project Executing Agencies i.e. Central /State Public Sector Undertakings (PSUs) as specified under GFR 2017 who are eligible as per the Eligibility Criteria set forth in this RFP with an aim & objective to determine the lowest service charge to carry out Procurement, commissioning and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the field of education in the State of Bihar. The Project Executing Agencies shall be required to provide the services as per scope of services stipulated in this RFP. The lowest service charges so determined shall be applicable on new projects as well as maintenance work allocated to the bidder.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

2. Instructions to the Bidders

2.1 General:

- (a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- (b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BEPC based on this RFP.
- (c) No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the BEPC. Any notification of preferred bidder status by the BEPC shall not give rise to any enforceable rights by the Bidder. The BEPC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BEPC.
- (d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- (e) **The cut-off date for all the experience will be 31-March -2023.**

2.2 Compliant Tenders / Completeness of Response:

The bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submission of a Bid not substantially responsive to the RFP document in every respect may result in the rejection of the Bid.

2.3 Pre-bid Meeting & Clarifications:

- (a) BEPC shall hold a pre-bid meeting with the prospective bidders on date and time as detailed in key events and dates.
- (b) The Bidders will have to ensure that their pre bid queries on this RFP reach BEPC by post, facsimile, or email as per the deadline (date and time) mentioned in the key events and date. Queries received after the due date and time shall not be considered.
- (c) The queries should necessarily be submitted in the following format:

Sl#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring clarification(s)	Points of Clarification and other details
1.			
2.			
.....			

2.4 Right to Terminate the Process:

- (a) BEPC may terminate the RFP process/tender at any time and without assigning any reason. BEPC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- (b) This RFP does not constitute an offer by BEPC. The bidder's participation in this process may result in BEPC selecting the bidder to engage towards execution of the contract.

2.5 Earnest Money Deposit:

- (a) The bid must be accompanied with non-interest-bearing Earnest Money Deposit **Rs. 5,00,00,000/- (Rupees Five Crore)** only in the form of Demand Draft / Bank Guarantee (BG) issued by any Nationalized Bank / Scheduled Bank in favour of STATE PROJECT DIRECTOR - BEPC and payable at Patna and should be valid for 180 days from date of opening of bid/tender and submit at BEPC office failing which the tender will be rejected.
- (b) Scan copy of the Bank Guarantee (B.G. of EMD) shall be uploaded by the seller in the online bid and hard copy the original copy of Demand Draft / Bank Guarantee (BG) against bid document must be submitted in the office of the State Project Director, Bihar Education Project Council on or before last date and time of submission of Bid.
- (c) EMD of all unsuccessful bidders would be refunded by the BEPC within 1 month of the selection of successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided.
- (d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- (e) The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- (f) The EMD may be forfeited:
 - i.) If a bidder withdraws its bid during the period of bid validity which is 180 days.
 - ii.) In the case of a successful bidder, if the bidder fails to sign the contract or provide performance bank guarantee in accordance with this RFP.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

(g) Account Detail of BEPC (must be used if required by Bank for issuing BG)

Account Name: STATE PROJECT DIRECTOR - BEPC
Name of Bank: Indian Overseas Bank
Account Number: 245001000002776
IFSC Code: IOBA0002450

(h) **EMD Exemption is not allowed.**

(i) Bank Guarantee (BG) issued by Nationalized Bank / Scheduled Bank must be on behalf of Bidder/PSU.

2.6 Submission of Responses

(a) The tender should be submitted through <https://gem.gov.in> . No other form of tender submission will be valid for evaluation.

(b) Request from the bidder in respect of additions, alterations, modification, corrections etc. of both terms and conditions or rates after opening of the tender will not be considered.

(c) The Bidder should upload sufficiently ahead of the bid closure time to avoid network traffic rush and failure in the network.

(d) For all purposes, the server time displayed in the GeM portal shall be the time to be followed by all the users.

(e) The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given in the RFP. The bidders shall upload the attested scanned copies of all the relevant certificates, documents, instruments etc., in support of their eligibility criteria / technical bids and other certificate /documents in proper order. The bidder shall sign with seal on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.

(f) The tender opening and evaluation will be done online. Any corrigendum or addendum will be published on GeM website only.

(g) The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the GeM procurement process.

(h) **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements,

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, the EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

- (i) No relaxation in any eligibility criteria is applicable.
- (j) All papers in technical Bid must be signed and stamped without which Bids may be summarily rejected.
- (k) Bidders need to submit all required documents such as a certificate from a CA stating the turnover, Audited Balance Sheet and Profit Loss Accounts including all schedules etc. for last three financial years only (2019-20, 2020-21 & 2021-22), wherever it is required.
- (l) The Bidders are hereby informed to submit the financial Bid in **Price Bid Submission Form** (with heading Financial Bid on top of envelop and Name of bidder) and EMD (with heading EMD on top of envelop and Name of the bidder) to our office, without which the technical bid will not be considered for further evaluation.

2.7 Authentication of the Tenders

A Tender/Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Tender/Proposal.

2.8 Preparation and Submission of Proposal

2.8.1 Proposal Preparation Costs

- 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 BEPC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) BEPC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.8.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.8.3 Venue & Deadline for Submission of proposals

Proposals, in their complete form in all respects as specified in the RFP, must be uploaded as per the date and time mentioned in the key events and date.

2.8.4 Late Bids

- a) The bids submitted by telex / telegram / fax / e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- b) BEPC shall not be responsible for any delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.

2.9 Period of Validity of Bid

- (a) The bid shall remain valid for 180 days or as per Terms and Condition of GeM portal, whichever is higher, from the date of Technical Bid opening as notified via GeM portal. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition. For calculation of 180 days, it is to be taken as T + 180 calendar days, where T is the date of Technical Bid Opening. Any bid valid for a shorter period shall be rejected as non- responsive.
- (b) In exceptional circumstances, BEPC may solicit bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. The Bid Security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

3. SCOPE OF WORK

The selected Agency is to be abided with the direction of the BEPC for execution of the Projects. The selected Agency will propose their suitable model/DPR with configuration for the selected projects /all projects to the BEPC which will be finalized in consultation with the BEPC. The selected Agency will submit the cost of Project discovered through transparent bidding process. The selected Agency will need to comply with the public procurement guidelines of Government of India, MiETY, and GFR 2017.

The brief scope of services on the part of the **Agency/ Project Management Consultancy** shall include the services as may be assigned by the BEPC in general (Procurement, Commissioning & Maintenance of IT/ ICT Projects on a turn-key basis for a period of 5 years, Education/ Educational Lab projects/ School Infrastructural projects required under various projects of Civil Works under BEPC & BSEIDC at schools as a part of the project) but not limited to as described below and shall be required to make functional and complete in all respect:

- 1) Providing all ICT services on turnkey basis for a period of 5 years (concept of commissioning) for creating desired IT Infrastructure.
- 2) Preparation of a Detailed Project Report (DPR) for establishment/implementation of the Projects including detailed specifications, deliverables, services, estimates and Bill of Quantity (BOQ) under various projects in consultation/ approval with BEPC.
- 3) Procurement, installation, commissioning, testing & post installation Maintenance including AMC, Insurance of IT Infrastructure projects. Deployment and training of manpower under ICT@School project when needed, web-based monitoring etc. as per the framework/programmatic norms of Samagra Shiksha.
- 4) Preparation of conceptual plan or technologies, procurement, bids etc. of the project from BEPC.
- 5) Proposal of suitable model with configurations for the selected projects/ all projects to BEPC.
- 6) Preparation of Preliminary Estimate/Detailed Estimate since conceptual plan(s) and price discovery of all items through transparent bidding process as per public procurement guidelines of Government of India and GFR 2017 and GeM.
- 7) The final cost as per outcome of the tender including agency charges is to be submitted to the BEPC for prior approval of the project cost before implementation of the project.
- 8) Estimated cost after finalization of the tender will not be increased in any circumstances.
- 9) Effective Monitoring, supervision, and facilitation of the implementation of the project including fulfillment of all statutory and legal requirements.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

- 10) Submitting the progress report of the project(s) from time-to-time to the BEPC.
- 11) Submitting the final Installation and Commissioning Report (ICR) of the Project execution, continuing maintenance, and execution support to BEPC.
- 12) Continuing maintenance and execution support the projects till end of the contract period and submitting reports to the BEPC.
- 13) Any other item of work that is incidental to and essential for completion of the project (to be included in the form of Contract after due consultation between both parties).
- 14) Handing over / taking over and till commencement of the project at the school point.
- 15) Setting of PMU of a dedicated team at BEPC for managing overall functions of the project.
- 16) It is pertinent to mention here that the services taken by BEPC may be replicated in BSEIDC on same rates.

The detailed Scope of the work of the projects as mentioned above to be implemented will be provided to the selected Agency/PMC during the execution of the MoU.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

4. ELIGIBILITY CRITERIA FOR THE BIDDER/PSU:

Sl. No.	Criteria	Supporting Documents Required
1.	As specified under GFR 2017, the bidder must be a Public Sector Undertaking set up by the Centre or State Government to carry out PSU related activities or any Central/State Govt. Organization/PSU which may be notified by the MeitY/MoE/or any other Ministry for such purposes.	Certificate of Incorporation or any other Registration issued by Govt. of India to fulfil given criteria to be submitted
2.	The BIDDER should have valid ISO 9001, ISO 27000, ISO/IEC 20000, CMMI Level 3 Certifications.	Copy of Valid certificates in the name of PSU
3.	The BIDDER should have an average annual financial turnover of Rs. 1000 Crores in related activities during last three consecutive balance sheets (i.e., FY: 2019-20, 2020-21 & 2021-22) duly audited by competent authority.	The bidder should provide self-attested copies of the audited Profit & Loss Account of the company and Certificate from the Chartered Accountant (mentioning UDIN) clearly stating the total turnover for (FY: 2019-20, 2020-21, 2021-22).
4.	The net worth of the BIDDER in the last three financial years i.e. 2019-20, 2020-21, 2021-22, as on 31st March 2022, (as per the last published audited balance sheet) Should be Positive.	The Bidder should Provide copies of the audited Balance Sheet of the company and certificate from the Chartered Accountant (mentioning UDIN) stating the net worth.
5.	Bidder should have valid Income tax returns for the last three financial years (FY: 2019-20, 2020-21, 2021-22), issued by Income Tax BEPC and should have PAN Card	The Bidder should provide Acknowledgement of Income Tax Return (ITR) filled for three Assessment years (AY: 2020-21, 2021-22 and 2022-23).
6.	The Bidder should have valid GST returns for the last three financial years (FY: 2019-20, 2020-21, 2021-22).	Provide copy of the GSTR-9 for three financial years (FY: 2019-20, 2020-21, 2021-22).
7.	The applicant shall have the following Registrations: PAN Number GST Registration	Copy of PAN Card. Copy of GST Registration.
8.	The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted during last three financial years by any State Govt./Central Govt./or Similar agencies for any reason as on date of submission of the proposal.	The Bidder should provide affidavit sworn before Executive Magistrate/Notary of not being engaged in any fraudulent or corrupt practices and not being blacklisted by any agency / authority / or any society of the State Govt./ Central Govt. /PSU during last three financial years (FY: 2020-21, 2021-22, 2022-23).

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Sl. No.	Criteria	Supporting Documents Required
9.	<p>The BIDDER must have successfully undertaken at least the following numbers of similar nature assignments of value specified herein: -</p> <p>One similar completed work order costing not less than the amount of 320 Crores.</p> <p>“Or”</p> <p>Two similar completed work orders costing not less than 240 Crores each.</p> <p>“Or”</p> <p>Three similar completed work orders costing not less than 160 Crores each.</p> <p><i>“Similar” is defined as:</i></p> <p><i>Procurement and Maintenance of IT/ ICT projects, Education/ educational labs projects or School Infrastructural projects in Central/ State Government during last ten (10) financial years ending with 31st March 2023.</i></p>	<p>Work Order/PO/Agreement along with completion Certificate i.e. Documents received from Client BEPC need to be submitted.</p>

4.1 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 Committee may seek additional information and clarifications from any or all the bidders. This clarification will be sought through Gem. If the bidder fails to provide the clarification or additional information, the information provided in the technical proposal will only be used for evaluation. Only the bidders who score a technical score of more than **70 (Seventy)**, will qualify for the evaluation in the commercial bid.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

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 average annual turnover in last 3 financial years (2019-20, 2020-21, 2021-22)	>=₹1000 Cr.	7	10
		> ₹1500 Cr.	10	
2.	The bidder should have experience in implementing IT/ ITeS projects – single PO of value not less than 100 Cr. under State Govt./Central Govt./ PSUs/ Autonomous body in last ten (10) financial years ending with 31st March 2023. Work Order/PO/ Agreement/ Completion Certification/ Ongoing project Certificate with payment details need to be submitted	01 projects 02 Projects 03 projects and above	5 10 15	15
3.	Bidder CPSE based Rating Average of last two years 2020-2021 & 2021-2022.	Excellent Very Good Good	10 8 5	10
4.	The bidder should have experience in implementing of Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects – single PO of value not less than 200 Cr. in Govt. Schools/ colleges/ educational institutes under State Govt./Central Govt./ PSUs/ Autonomous body in last ten (10) financial years ending with 31st March 2023.	01project 02 project 03 projects and above	10 15 20	20
5.	The bidder should have experience in implementing of Project Management Consultancy for State Govt./Central Govt./ PSU/ Autonomous body in last ten (10) financial years ending with 31st March 2023.	01project 02 project 03 projects and above	5 10 15	15

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Sl. No.	Description	Evaluation Criteria	Criteria wise Marks	Maximum Marks
6.	Technical Presentation			30
	a) Work-plan and methodology		7	
	b) Latest Educational/School Infrastructural Solutions to be proposed		7	
	c) Proposed Mechanism of Monitoring, Ticketing & Customized report generation.		9	
	d) Implementation, Operation & Maintenance Support plan with team structure.		7	
Total				100

Note: -

- To qualify for the technical evaluation stage, the bidder must score a minimum of 70 marks.

4.2. Financial Evaluation

- Only the bidders who score a total technical score of 70 (Seventy) 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 in the presence of Bidder representatives.
- Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered for evaluation.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- The Bidder, who has submitted the lowest Commercial bid, shall be considered as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, and L4 and so on.

4.3. Award of Work:

- The State Project Director, BEPC will notify the lowest evaluated responsive bidder (L1) in writing that its proposal has been accepted.
- The BEPC reserves the right to select more than one bidder for empanelment, and in such cases, the L2, L3, L4 and so on bidder may be requested to match the consultancy cost quote to that of the L1 bidder. The distribution of projects among the L1, L2, L3, L4 bidders shall be based on the technical marks scored in the technical bid.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

- c. Negotiations, if any, will be held with the L1 Bidder at the office of the BEPC.
- d. The decision of the Purchase Committee of the BSPP shall be final and binding to all the bidders.
- e. Prior to the expiry of the period of bid validity, the BEPC will notify the successful bidder(s), that the bid has been accepted. The Selected BIDDER shall provide unconditional acceptance and return the copy of Work Order/ Contract Agreement to the BEPC within 7 working days from the date of receipt of communication from BEPC, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- f. Notwithstanding the above, the purchaser reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract. The decision of the BEPC shall be final, and no enquiries or application for review shall be entertained.

5. Performance Bank Guarantee:

- (a) 5% as Performance Bank Guarantee (PBG) of the total bid/contract value will have to be deposited in form of Bank Guarantee/Demand Draft in favor of STATE PROJECT DIRECTOR - BEPC, Payable at Patna, by the lowest evaluated responsive bidder before award of work. The performance security will be refunded only after the expiry of Guarantee/Warranty/Maintenance period as specified in the bid-document/agreement.
- (b) In case the Performance Security is submitted in form of Bank Guarantee, the same will be verified in consonance with the provisions made under GFR /CVC Guidelines.
- (c) The performance security deposit shall be forfeited in case any terms and conditions of the contract/agreement are infringed or the bidder fails to complete the work in time.

6. Contract Duration:

The Contract Duration will be **for a period of 1 Year** and further extendable for one more year on mutual written agreement and performance basis.

7. Termination of the Contract:

BEPC may, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the PSU, terminate the contract in whole or part:-

- a) If the PSU, in the view of BEPC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- b) If the PSU does not start performing the contract within the stipulated time.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

- c) If the PSU stops performing the contract or withdraw the activity to perform the contract
- d) If the PSU breaches any terms and conditions of the contract or do not perform the contract in whole or part
- e) If the PSU does not follow the written instructions given by BEPC.
- f) If the PSU does not perform the contract as per the timeline and schedule mentioned in the work order.
- g) In the event that the PSU shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.

8. Modification and Withdrawal of Bids:

- a) No Bids will be allowed to be modified after the closing date of submission of bids.
- b) No bids will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of PSU's E.M.D.

9. DELIVERY TIMELINE:

Table of tasks and expected delivery timelines (tentative) as follows:

Sl. No.	List of Tasks (not limited to)	Expected Delivery Timelines
1	Project Allocation to PSU by BEPC	T
2	Preparation of Detailed Project Report (DPR for specific projects)	T+ 30 days
4	Obtain necessary approvals for Technical Specifications/ concept plans/ procurement plan/ tender documents from BEPC	T+ 45days
5	Publish tenders through Online Tendering Process management of pre-bid queries and successful of pre-bid queries and successful Closure of Bidding Period closure of bidding period	T+ 75 days
6	Tender Evaluation and Award of Contract to the successful Bidder	T+ 90 days
7	Continuous supervision and monitoring of the process	Throughout the project

PMC will be informed about the delivery/ timeline of the project at the time of issuing of Work Order for each project as multiple Work Orders can be issued under this contract.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

10. TERMS OF PAYMENT:

Payment for Procurement / Services shall be made by BEPC in Indian Rupees as follows:

- a) No advance payment will be made to the PMC.
- b) 60% of the payment will be made to the PMC after delivery of service(s) along with the respective Invoice(s).
- c) 40% of the payment will be made to the PMC after successful completion of Work Order
- d) PSU shall work on "Deposit work basis" for this project on behalf of BEPC and shall be paid the actual cost of work plus the quoted service charges there on for Project Management Consultancy Services. The service charges of PMC are exclusive of the Total Project Cost Value.
- e) All liabilities of the PMC payable to the contractors/ Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided, they have been accepted by the PMC as balance payment against final bill of these agencies. BEPC shall not make any interest on delay payments.
- f) GST shall be reimbursed to the PMC. Any other tax levied by Govt. after signing this agreement is to be paid extra.
- g) The Payment by the Owner shall be made by transfer of funds in a bank account of PMC or through Demand Draft/ Cheque or E-Transfer.
- h) The PMC shall open and maintain a separate Account in any nationalize bank for the work of BEPC only.

11. PENALTY CLAUSE:

- a) If the PSU fails to deliver/perform as per the scope of work within the prescribed time limit as mentioned in the Work Order, then a sum equivalent to half percent (0.5%) of the total value of work order shall be deducted from the payment for each subsequent calendar week of delay or part thereof. The amount of penalty for delay in delivery shall be subject to a limit of 3% of the total work order value, post which following actions will be taken.
- b) A delay of more than 5 weeks after the prescribed time limit will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the PMC will be forfeited.
- c) In case, the selected PMC does not comply to the delivery timelines for any reason, the PMC will be liable to pay the difference amount to the BEPC, over and above the performance bank guarantee, which indenter BEPC has to pay to the next or other selected PMC/PSU for purpose of the said items.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

- d) If successful PSU/PMC fails to deliver goods within prescribed fixed period than apart from penalty clause, BEPC also reserves the right to blacklist the PSU for next three (3) years and PSU is not allowed to take part in future bids of BEPC.

12. OPERATIONAL/WARRANTY PERIOD PENALTY CLAUSE:

- a. During the warranty period, consultancy should attend to the complaint within 3 working days from logging of complaint. The Project Management Consultancy has to resolve the problem as soon as possible, maximum up to 15 days from the complaint. Beyond it, if the complaint is not resolved, the PMC will be required to arrange for an immediate replacement of equivalent or higher equipment within one week till the complaint is not resolved. Failure to arrange for the immediate repair/replacement within one week will be liable for the penalty of 0.5% per week of the original purchase value for that equipment will be levied up to maximum of 10 weeks, after which may lead to statutory action and the amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- b. In case of any penalty claimed from the submitted PBG during the contract period, the successful PMC is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee. For example, "X" amount of penalty will be claimed during the 5th month of contract period, then PMC is required to submit the additional PBG of "X" amount for the remaining period.
- c. In case of PMC is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of service delivery, the legal action as per rules/laws, shall be initiated against the PMC and EMD/PBG shall be forfeited, besides debarring and blacklisting the PMC concerned for the time period as decided by Govt., for further dealings with BEPC.

The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 5% of the total contract value.

13. OBLIGATIONS of PSU/PMC:

- a) The PMC is obliged to work closely with BEPC staff, act within its own authority and abide by directives issued by BEPC from time to time.
- b) The PMC is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel.
- c) It would be deemed that prior to the submission of Proposal, the PMC has:
- made a complete and careful examination of requirements, and other information set forth in this TENDER Document.
 - received all such relevant information as it has requested from BEPC; and
 - made a complete and careful examination of the various aspects of the Project including but not limited to:
 - The Project sites.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

- v. Existing facilities and structures.
- vi. Space availability.
- vii. The conditions of the access roads and utilities in the vicinity of the Project Site.
- viii. Conditions affecting transportation, access, disposal, handling, and storage of the materials; and
- ix. All other matters that might affect the PMC's performance are under the terms of this TENDER Document.

BEPC shall not be liable for any mistake or error or neglect by the BIDDER in respect of the above.

- d) The Agency/PMC will treat all data and information obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of BEPC.
- e) Selected Agency shall indemnify BEPC against Claim by governments regulators or agencies for fines, penalties, sanctions, or other remedies arising from or in connections with the Selected Agencies, failure to comply with its regulatory/legal requirements and compliances as well as for violations of any Law, Act, regulations, rules, ordinance of the land any amendment or replacement made thereto;
- f) Selected Agency shall indemnify BEPC against any third party claim occurring on account of willful misconduct, gross negligence or wrongful acts of omission and commission of employees of the Selected Agency;
- g) Selected Agency shall indemnify BEPC against taxes/charges/cess/levies (and interest or penalties assessed thereon) that are obligations of Selected Agency;
- h) Selected Agency shall ensure compliance with all applicable law, local and central, including all Labour laws like ESI, EPF, minimum Wages Act, Bihar Shops & Establishment Act, Contract Labour (Regulation and abolition) Act 1970, payment of Bonus Act etc. and shall keep BEPC indemnified and harmless in case of any action for violation by Selected Agency of any of the applicable Laws.

i) **Statutory Obligations :-**

- i. Selected Agency shall pay all the government levies and taxes and shall produce upon BEPC's request all proof of such payments.
- ii. Selected Agency shall comply with all Applicable Laws and statutes. BEPC shall not be liable in any manner whatsoever for any non-compliance on the part of Selected Agency of the Applicable Laws.
- iii. Selected Agency shall maintain all requisite records, registers, account books etc. which are obligatory under any Applicable Laws in connection with the services will be rendered or performed to BEPC and shall provide such information as may be required under any law to any authority.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

- iv. The personnel will be assigned by Selected Agency to perform the services shall be employees of the Selected Agency, and under no circumstances shall such personnel be considered employees of the BEPC. The selected agency shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary withholding of income taxes, employee and disability benefits EPF, ESI and the like and shall be responsible for all obligations of an employer subject to Applicable Laws.

14. LIMITATION OF PSU'S LIABILITY:

PSU's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

15. JURISDICTION:

The jurisdiction of any legal dispute will be settled in the Courts situated exclusively in Patna only.

16. 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 while execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between BEPC and the bidder'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:
- d) **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. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
- e) **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The seat of the arbitration shall be Patna only. The arbitration and conciliation act 1996 and its amendment acts shall be the curial law in this regard.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

- f) For any other dispute of criminal nature between BEPC and the bidder under the agreement or arising out of the agreement shall be subject to jurisdiction of Court at Patna only. The Arbitral award shall be final and binding on both the parties.
- g) Work under the contract shall be continued by the bidder during the arbitration proceedings unless otherwise directed in writing by BEPC 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 BEPC, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

17. OTHER TERMS AND CONDITIONS

A. UNETHICAL BEHAVIOR

The BEPC strictly enforces a policy of zero tolerance concerning unethical, unprofessional, or fraudulent acts of the bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional, or fraudulent activities will be suspended or forbidden from continuing business relations with the BEPC.

B. CORRUPT AND FRAUDULENT PRACTICES

- a) The bidder shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, BEPC may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the BEPC or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the BEPC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b) Without prejudice to the rights of BEPC under Clause above and the rights and remedies which the BEPC may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

RFP issued by BEPC during a period of <1(one)year> from the date such Bidder, is found by BEPC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
 - “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
 - “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by BEPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

C. GUIDELINES ON GIFTS AND HOSPITALITY

Bidders shall not offer gifts or hospitality to the staff members of The Bihar Education Project Council & such other members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

D. CONFLICT OF INTEREST

The Vendor shall disclose to BEPC in writing all actual and potential conflicts of interest that exist, arise) or may arise (for the Vendor/OEM/Bidder's team) while performing the Service(s) as soon as practical after it becomes aware of that conflict.

E. TERMINATION & BLACKLISTING:

1. BEPC 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, BEPC may give not less than 30 days written notice of termination to Second Party.
 - a. If the bidder is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
 - b. If the bidder becomes insolvent or goes into compulsory liquidation
 - c. If the bidder in the judgement of BEPC, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - d. If the bidder submits to BEPC a false statement which has a material effect

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

- on the rights, obligations, or interests of the BEPC.
- e. If the bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to BEPC.
 - f. If the bidder 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 Project.
 - h. Failure of the bidder to 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 BEPC.

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

2. **Penalties:** - The BEPC may impose a suitable penalty on the bidder of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, BEPC shall issue a notice given 15 days of time to the vendor before imposing such penalty.
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, BEPC may encash and appropriate the performance security/bank guarantee etc. BEPC 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, without any interest.
4. **Blacklisting without termination:** - BEPC may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.
5. **Foreclosure with Mutual consent:** -
 - a) Without prejudices to any provisions of this agreement, BEPC and the bidder 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

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

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 bidder and shall not affect the bidder in any way if it wishes to bid in future projects BEPC.

6. Transition and Exit Plan:

The bidder 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, BEPC 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 the BEPC when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

We look forward to receiving your bid/offer and thank you for your interest in this Project.



(Administrative Officer)

Bihar Education Project Council,
Shiksha Bhawan, 2nd Floor,
Bihar Rashtra Bhasha Parishad Parisar
Saidpur, Patna – 800 004.

(Purchaser)

Memo No.: MIS/SS/79/2023-24/.....⁴³⁷⁶

Dated: 03/07/2023.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Form 1 : PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference no.:

Name and address of the PSU:

Details of works received & completed satisfactory.

Work Order placed by (full address of Purchaser)	Order number and date	Description of work awarded	Total value of work	Date of completion of work	Remarks indicating reasons for delay if any
1	2	3	4	5	6

Signature and seal of the PSU

Note:-

BEPC reserves the right to ask the PSU to furnish Order copies and Satisfactory completion Certificate from purchaser in respect of above.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Form 2 : PRICE BID SUBMISSION FORM

Date.....

To
The.....

Ref.: Your Bid Document No.:..... dated:.....

We, the undersigned, have examined the above mentioned Bidding Document, including amendment/corrigendum No. , dated (if any), the receipt of which is hereby confirmed. We hereby submit our proposal in conformity with your above referred bid document for the Service Charges for Skill Education and related activities in the Price Bid as below, attached herewith and made part of this Bid.

S. No.	Name of PSU	Service Charges (% of project cost) (inclusive of applicable GST)	
		(in figure)	(in words)

We agree to keep our Bid valid for acceptance for 180 days or for a subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

We agree to all terms and conditions of BEPC. We have read and well understood the para.

We further understand that BEPC is not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We also understand that the above quoted service charge is **inclusive of all taxes, levies (if any), GST etc.** We also undertake and confirm to deposit the so collected GST/taxes to the Govt. in timebound manner.

We confirm that the above quoted service charges shall be applicable on new work as well as on maintenance & repair works. We also understand and confirm that any modification to this condition shall make our bid non-responsive and shall be summarily rejected.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

We confirm that we do not stand de-registered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/corrigendum if any.

[Signature with date, name and designation] Duly authorized to sign Bid for and on behalf of

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Form 3 : Performance Bank Guarantee Format

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

Whereas(hereinafter called "the Bidder") has submitted its Bid dated <date of submission of Bid> for setting up of ICT Labs and Facility Management Services in consonance with the Tender/RFP No..... dated issued by the BEPC, Patna, (hereinafter called "the Bid").

Whereas as per Clause.....of the Bid, the bidder is required to furnish a Bank Guarantee as Performance Security from a scheduled nationalized 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___Lakhs (____Lakhs) (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 fulfillment of the conditions stipulated in (1) above.

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

3. 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. __Lakhs (_____Lakhs).
4. 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.
5. 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.
6. 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 or up to and including 5 years from the date of signing of contract, i.e., up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this dayYours 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

Invitation of RFP for Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar

Form 4 : Cover Letter

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

Subject: Submission of Empanelment of Project Management Consultancy Services for Procurement and Maintenance of IT/ ICT Projects, Education/ Educational Labs, and School Infrastructural Projects in the State of Bihar.

Dear Sir/Madam,

We, the undersigned, offer to provide the Project Management Consultancy in accordance with your RFP No. dated [Date] and our Proposal (Technical and Financial Proposals) shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address: