

**EXPRESSION OF INTEREST**

**FOR**

**SELECTION of BACKEND TECHNOLOGY PARTNER FOR PARTICIPATION IN  
TENDER FOR**

**“Selection of Agency for Supply of Teaching Learning Material for Class  
4th to 5th)”.**

**EOI Ref No.BECIL/GM(P-I)/DGM(VPG)/NIT/BEPC/2023-24**

**Dated: 08/12/2023**

**Issued By**

**Ved Prakash Gupta, Deputy General Manager**

 <p>बेसिल BECIL</p>	<p><b>Broadcast Engineering Consultants India Limited (A Government of India Enterprise)</b></p> <p><b>Head Office: 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 23378823 Fax: 01123379885</b></p> <p><b>Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120 4177850 Fax: 0120 4177879</b></p> <p><b>Web: <a href="http://www.becil.com">www.becil.com</a> E-mail: <a href="mailto:ved@becil.com">ved@becil.com</a></b></p>	 <p>G20 भारत 2023</p>
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## **DISCLAIMER**

The information contained in this Request for Proposal document (the “EOI”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL 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 Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in EOI does not guarantee selection of bidder.

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## SECTION –I



# INTRODUCTION AND BRIEF DESCRIPTION

### **1. ABOUT BECIL**

Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2008 certified, a Mini Ratna public sector enterprise of Government of India under Ministry of Information & Broadcasting, was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technologies including turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology(IT) related fields, including security, surveillance, acoustics & audio-video systems and smart cities.

BECIL is the professional platform which carry out business, both in India and abroad, in the fields of broadcasting, communication, IT, electronic surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.), and electronic media contents including films etc. The activities include but not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City, Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC etc.

### **2. INTRODUCTION OF PROJECT/TENDER**

Bihar Education Project Council (BEPC) has floated a tender on eProcurement portal Govt. of Bihar BEPC/FLN-SK/2023/7315, Dated: 18/11/2023 having Last date of submission as 16/12/2023 for Selection of Agency for Supply of Teaching Learning Material for Class 4th to 5th.

### **3. INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)**

The Intent and important aspects of this Expression of Interest is (EOI) are as follows:-

(a) BECIL is interested to submit a competitive bid in response to the Client Tender Number: BEPC/FLN-SK/2023/7315, Dated: 18/11/2023 having Last date of submission as 16/12/2023 floated by Bihar Education Project Council (BEPC).

(b) The intent of this EOI is to select an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender. A Pre-Bid Agreement will be signed by BECIL with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, for preparation of the bid and participation in the above mentioned tender. The format of Pre Bid Agreement is at **Annexure-J**.

(c) In case the bid submitted by BECIL against the Client **Tender Number:** BEPC/FLN-SK/2023/7315, Dated: 18/11/2023, prepared in collaboration with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, is accepted and BECIL receives Work Order / Agreement from / with the Client, BECIL will issue a Work Order/Agreement to the

selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

(i) The Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, will have to sign a POST AWARD CONTRACT with BECIL, for undertaking the work as per the above mentioned Client's tender.

(ii) All terms and conditions of the Client's BEPC/FLN-SK/2023/7315, Dated: 18/11/2023, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

(iii) EMD and Performance Bank Guarantee as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client Tender, and any subsequent amendments/ corrigendum thereof.

(iv) In case the bidding against Client's Tender requires online payment for EMD, the proportionate amount will have to be paid in similar mode by the selected bidder to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful bidder has to submit back to back EMD to BECIL. The cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from the selected bidder in case the Project is awarded to BECIL by the client

(v) All payments in the Project to the selected agency, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.

(vi) The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/project.

Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles, power, water geo political scenario etc. prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost.

## SECTION –II

### 4. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	BECIL/GM(P-I)/DGM(VPG)/NIT/BEPC/2023-24 Dated: 08/12/2023
2.	Date & Time of Issue of EOI	Date 09/12/2023 Time 11:00 Hrs
3.	Last date and Time for Submission of bids	Date 14/12/2023 Time 11:00 Hrs
4.	Place of Submission of EOI / Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307,
5.	EOI Processing Fee (Non-refundable)	INR 15000/- + GST (Proof of submission to be submitted in BID)
7.	EMD	As per Client Tender No. BEPC/FLN-SK/2023/7315, Dated: 18/11/2023. <b>Bidder needs to submit undertaking for back to back payment of EMD if selected for EOI under reference. Relaxation to be given to MSME &amp; Startup as per Government norms.</b>
8.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
9	Contact details for this EOI	Ved Prakash Gupta, Deputy General Manager Telephone: 0120-4177850 Email :ved@ecil.com

- NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on [www.becil.com](http://www.becil.com) . Bidders are advised to check the website for updates in this regard.

**SECTION –III**  
**EOI NOTICE & GENERAL TERMS AND CONDITION**



**5. EOI NOTICE**

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in tender BEPC/FLN-SK/2023/7315, Dated: 18/11/2023 published by Bihar Education Project Council (BEPC)..

5.2 **The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelop, in Tender Box, BECIL BHAWAN C56/A17 Sector 62 Noida (UP) 201307 .**

5.3 The EOI must be addressed to the given name and address:To,  
Sh. Ved Prakash Gupta, Deputy General Manager  
Broadcast Engineering Consultants India Limited  
C-56/A-17, Sector-62,Noida, Uttar Pradesh-201307

5.4 The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by a English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**

5.5 The representative of agency will require a specific authorization/ board resolution to submit the EOI.

5.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 day of issue of EOI. Except for any written clarification by Shri Ved Prakash Gupta, Deputy General Manager BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.

5.7 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B** ) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307. The cost of EOI document is non-refundable.

5.8 The Management of BECIL reserves the right to amend or withdraw any of the

terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

5.9 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/decrease/delete/add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL.

5.10 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.

5.11 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

## **6. SUBMISSION OF EOI**

6.1 EOI, complete in all respects, must be submitted offline.

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The EOI must contain:

6.6.1 Company/bidder profile relevant to EOI.

6.6.2 It should also include details of past experience relevant to the "Scope of Work".



- 6.6.3 Declaration regarding acceptance of Terms and conditions of EOI.
- 6.6.4 Declaration of not been blacklisted by any of the Government agency.
- 6.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

6.7 The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

6.8 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.

6.9 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).

6.10 Bidders have to take into account any changes/amendments made in the end client's tender/RFP through corrigendum till date of submission of bid in response of EOI.

6.11 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

6.12	<b>Checklist of documents/information to be submitted</b>	
	(a)	Profile of the company/bidder/firm
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 years
	(e)	Income Tax Return Acknowledgment for last 3 years
	(f)	Bid Security Declaration to be submitted by the MSME
	(g)	GST Registration Certificate or valid exemption certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
	(j)	Authorization letter in the bidder's letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA)
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Bidders Details as per format

	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A (a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" (b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Price Offer to BECIL as per Format of the EoI

## **7. OPENING OF EOI**

7.1 The bids submitted against this EOI shall be opened on Date 14/12/2023 11:00 Hrs. BECIL reserves the right to change the date of opening of bid.

7.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

## **8. GENERAL TERMS & CONDITIONS OF EOI**

8.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "EOI Processing Fee", "Technical Bid" and "Financial Bid". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as

**"Response For EOI No. BECIL/GM(P-I)/DGM(VPG)/NIT/BEPC/2023-24"**  
**Submitted by: [Firm/Company name]**

8.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.

8.3 BECIL reserves the right to solicit additional information from bidder/OEM/Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client

8.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.

8.5 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.

8.6 All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.

8.7 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will

fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL

8.8 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

### **8.9 Intellectual Property Rights:**

8.9.1 All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

8.9.2 The bidder shall, not later than upon termination or expiration of this EOI and/or subsequent Agreement/Contract signed with the bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.9.3 The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

8.11 The bidder shall submit an undertaking on their letter-head stating that:

“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

“We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.

8.12 The bidder needs to submit un-priced BOQ along with their technical bid.

8.13 The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non- submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

## **9. SIGNING OF NON-DISCLOSURE AGREEMENT**

Bidders interested to participate in a EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100, and the required EOI document fee has to be deposited to BECIL. Participation without compliance to above shall be invalid and such bids will not be considered by BECIL.

## **SECTION –IV**



### **SCOPE OF WORKS**

#### **10. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS**

10.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and it's amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

*(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)*

**Client's Tender Reference No:** BEPC/FLN-SK/2023/7315, Dated: 18/11/2023

**Website:** <https://eproc2.bihar.gov.in/EPV2Web/>

**SECTION –V**  
**ELIGIBILITY CRITERIA AND EVALUATION**



<b>11. ELIGIBILITY CRITERIA OF BIDDERS</b>	
1.	<p><b><u>Company/Bidder's Profile:</u></b></p> <p>(a) The Bidder shall be Company/bidder incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP). The company shall be in existence from last 10 years.</p> <p>(b) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.</p> <p>(c) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.</p> <p>(d) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted.</p>
2.	<p><b><u>Financial Eligibility:</u></b></p> <p>(a) The bidder must have minimum average annual turnover (of last three audited years) : <b>INR 45 Crores</b></p> <p><b>(b)</b> The bidder should have positive net worth in each of last three audited Financial Years. Copy of balance sheet and certificate to be attached.</p>
3	<p><b><u>Technical Eligibility Criteria:</u></b></p> <p>1. The bidder must have successfully undertaken at least the following numbers of Similar assignments of value specified herein :- One project not less than the amount of {47,00,00,000/- (Forty Seven Crores Only) OR Two projects not less than the amount of Rs. 34,00,00,000/- (Thirty Four Crores Only) OR Three projects not less than the amount of Rs. 24,00,00,000/- (Twenty Four Crores Only) Similar Experience assignments defined as: Supply of Supply and Maintenance of IT/ Educational Lab/ FLN (Foundational Literacy &amp; Numeracy) projects in State or Central Government or Private Limited Firm in last Seven years as on 31.03.2023. Copy of work order and completion certificate to be submitted.</p> <p>2. The Bidder must have a valid certificate:ISO 9001(copy to be submitted).</p> <p>3. Consortium &amp; Sub-Contracting are not allowed under this assignment.</p> <p>4. Kit Samples (i.e.1 Set consisting of all items) along with Videos in pendrive as per</p>

	Scope shall be sealed and separately submitted by the bidder on or before bid submission date and time.
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## **12. PRELIMINARY EVALUATION**

- 12.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.
- 12.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.
- 12.3 In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.
- 12.4 In case two bids are received from the bidder, both the bids will be rejected.

## **13. EVALUATION PROCESS**

- 13.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidder/ OEM/ Implementation Agency(s), which the bidder/OEM/ Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- 13.2 The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.
- 13.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.



13.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.

13.5 Evaluation of proposals shall be based on:



13.5.1 Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.

13.5.2 Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.

13.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.

13.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

13.8 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:

13.8.1 Made untrue or false representation in the form, statements required in the EOI document.

13.8.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

13.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the Eoi.

**14. FINANCIAL EVALUATION OF THE BIDS** The Bids will be financially evaluated as under:

Financial Bid Evaluation	
	Price and Margin Bid Format:  A - Submit Lump sum Prices for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) B - Quote margin to BECIL as a percentage of A [ <b>Minimum - 5%</b> ] C - Absolute value of Margin = <b>A*B</b> D - Overall Quoted price by bidder= <b>A-C</b>

a) During evaluation, bidders with least "D" will be considered as L1 and shall be declared the successful Bidder.

- b)** The bid having higher value of “**B**” will be selected in case of two or more bidders have similar value of **D**.
- c)** In case of a tie, the bidder who will be ready to offer higher value of “**B**” will be selected. In case the stalemate/ tie persists, Evaluation Committee of BECIL shall ask the bidders to conduct presentation on their proposed solution/undertaking of the project. Evaluation committee will then select the bidder on best presentation without giving any reasons/justifications. The decision of Competent Committee of BECIL shall be final in this regard, and shall be abided by all bidders.
- d)** If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall not be more than price “**A**” and the margin offered to BECIL shall not be less than “**B**”.
- e)** The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.
- f)** **L1** bidder may be called for further negotiations, if required.
- g)** A Pre-Bid agreement shall be signed by BECIL with the successful declared **L1** bidder as per Pre-Bid Agreement placed at **Annexure-J**.

**SECTION –VI**  
**ENCLOSURES AND ANNEXURES**

**Annexure-A**

**PRE CONTRACT INTEGRITY PACT**

**Between**

**Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "Principal")**

**And**

..... hereinafter referred to as "**The Bidder/Contractors**"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contracts **for**..... The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

## **Section 4 – Compensation for Damages**

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money

Deposit / Bid Security.

4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

### **Section 8 – External Independent Monitor/Monitors**

8.1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.7. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8. The word 'Monitor' would include both singular and plural.

#### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

#### **Section 10 – Other provisions**

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.

10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.


10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**FOR AND ON BEHALF OF CONTRACTOR**

**FOR AND ON BEHALF OF PRINCIPAL**



**ANNEXURE B (BANK MANDATE FORM)**

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES



यूनियन बैंक ऑफ इंडिया **Union Bank of India**

एक सरकारी उद्यम | A Government of India Undertaking

(A Govt. of India Undertaking)  
 MID CORPORATE BRANCH, DELHI SOUTH  
 D -26-2B, Connaught Place, NEW DELHI -110001  
 Tel: +91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL  
 Email: ubln0549797@unionbankofindia.bank


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Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

**TO WHOMSOEVER IT MAY CONCERN**

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1 <sup>st</sup> Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
Vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
Viii	Bank Account Number as appearing on the Cheque Book	565101000065461
Ix	Bank Account Type	Overdraft
X	If other, Specify	**

*\*This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*



Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

**Particulars of The Bidder**

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST registration certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_



**Annual Turnover & Net worth**

( To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To  
The General Manager  
Broadcast Engineering Consultants India Limited  
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2020-21			
2	2021-22			
3	2022-23			
	Average			

\*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Performa of letter of Undertaking for Bid Validity**

To  
General Manager  
Broadcast Engineering Consultants India Limited  
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Bid Covering Letter**

To  
General Manager  
Broadcast Engineering Consultants India Limited  
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No.<<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.

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

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Credentials Summary**

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Self-Declaration For Non Black Listing**

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No. ....

Dated : .....

To  
General Manager  
Broadcast Engineering Consultants India Limited  
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

We, M/s. ----- hereby declare that the firm/company namely M/s. -----  
---, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government  
or State Government or any organization under Central/ State Government or any Statutory Authority, or any  
Public- Sector Undertaking.

M/s ..... has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s ....., its directors and officers have not been convicted of any criminal offence related to their  
professional conduct or the making of false statement or misrepresentations as to their qualifications to enter  
into procurement contract within a period of three years preceding the commencement of the procurement  
process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Undertaking Regarding Payment Of GST/ Filing Of GST Return**

Ref.....

Date

To,  
The Chairman and Managing Director,  
Broadcast Engineering Consultants India Limited,  
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

**Subject: Undertaking regarding Payment of GST/ Filing of GST Return**

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and subsequent amendment and Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **“Tax Invoice”** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of Agency

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

**PRE-BID AGREEMENT**

This Agreement is made at NOIDA on \_\_ DECEMBER 2023 between:

**M/s. Broadcast Engineering Consultants India Limited, Mini Ratna** Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through Ved Prakash Gupta, Deputy General Manager (hereinafter referred to as "**BECIL**" or "**First Party**" ) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the First Party. **BECIL** represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna Public Sector Enterprise of the Government of India and provides project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering viz content production facilities, terrestrial, like satellite and cable broadcasting in India and abroad. It also undertakes supply of specialized communication, monitoring, security and surveillance system to Defense, Police department and various Para-military forces. **BECIL** has specialization in executing TV/Radio broadcasting, IT networking, Security Surveillance, Audio Video and Access control system projects in various Govt. departments throughout the country by its team of intelligent and dedicated technical officers and staff

**AND**

**M/s XXX** Company/firm incorporated under Companies Act, 1956 having its Registered Office at **YYY** by Mr. **XYZ**, Managing Director (hereinafter referred to as "**XX**" or "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the Second Party. **XX** represents that it is a company/firm which has \_\_\_\_\_

**BECIL and XX** individually referred to as "**Party**" and jointly as "**Parties**".

**PREAMBLE**

**A) WHEREAS** ..... (Hereinafter referred as "**CUSTOMER**" or "**END CUSTOMER**" ) floated GEM Tender **Number:** \_\_\_\_\_ **Dated:** \_\_\_\_\_ for Supply, installation, testing & commissioning of IP \_\_\_\_\_ published on GEM PORTAL. (Hereinafter referred as "**RFP**")

B) That BECIL intends to submit its bid as in response to this RFP and it may by means of contracts and agreements enter into AGREEMENT with bidder of the related technology for the purpose of this RFP.

C) **AND WHEREAS** BECIL has floated an EOI no. \_\_\_\_\_ (hereinafter referred to “EOI” ) for selection of *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency*.

D) **AND WHEREAS** XX has been selected as *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency* of BECIL through terms of EOI. **Also XX agrees to execute entire scope of work for above mentioned Customer’s RFP, if the bid submitted by BECIL against the RFP is accepted, and if BECIL receives a Work Order for the same. This agreement has been put into effect from date of signing of this agreement on an exclusive basis.**

E) **AND WHEREAS** the purpose of this pre bid agreement is to formalize an understanding between BECIL and XX for RFP. Tender, if awarded to BECIL will be called as “Project”.

F) **AND WHEREAS** both the parties agreed to work together for preparation and submission of the Bid against the Customer’s RFP and in case of award of work to BECIL, execute the work

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**ARTICLE 1. GENERAL**

**1.1 PURPOSE**

A) **WHEREAS**, End Customer has floated GEM RFP/ Tender Number: \_\_\_\_\_ Dated: \_\_\_\_\_ for Supply, installation, testing & commissioning of \_\_\_\_\_.

B) XX has agreed to associate itself and render its services to BECIL in the capacity of *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency* for the purpose of the aforesaid RFP enabling BECIL to bid for the RFP.

C) Both the parties have read and understood the terms of the aforesaid RFP. Second Party has agreed not to disclose the terms of the aforesaid RFP to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, in terms of responsibility as ascribed to each party. XX will do the entire system integration for the project, if awarded which covers the entire scope of work mentioned in the tender RFP documents or any subsequent modifications/amendments thereof. BECIL undertakes to be responsible for all overall Project Management and correspondence/ interface/ interaction with the Customer.

**1.2 REPRESENTATION OF PARTIES**

Second Party represents to the First Party that as on date of

(a) That Second Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Contract.



- (b) That the execution, delivery and performance by Second Party of this Contract have been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge:
- (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the Agreement and articles of association, bye-laws or other applicable organizational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage Contract, indenture or any other instrument to which Second Party is a party or by which Second Party or any of its properties or assets are bound or that is otherwise applicable to Second Party;
  - (v) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Second Party so as to prevent such Party from fulfilling its obligations under this Contract;
- (c) That Second Party has not been black-listed by Central/ State Government or any other Government PSU and are not facing/likely to face any disciplinary proceedings under Indian or under laws of any other country.
- (d) That this Contract, RFP No. \_\_\_\_\_ Dated \_\_\_\_\_ and the NOA issued by BECIL dated \_\_\_\_\_ is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (e) That there is no litigation pending or, to the best of Second Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Contract.
- (f) That there is no legal action/dispute initiated or pending on Second Party at the time of signing of this contract which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.



### 1.3 RESPONSIBILITY MATRIX

**P-Primary Responsibility**

**S-Secondary Responsibility**

**J- Joint Responsibility**

S.NO.	PRE-BID RESPONSIBILITY	BECIL	XX
1.	Pre bidding site survey, if any	S	P
2.	Technical bid preparation as per RFP along with MAF and datasheets of fully complied products as per the RFP specifications.	J	J
3.	Competitive commercial bid preparation as per RFP	S	P
4.	Coordination with OEMs/distributors for preparation of bid.	S	P
5.	Technical Bid Facilitation.	S	P
6.	Commercial Bid Facilitation	s	P
7.	Prepare the bid as per eligibility criteria. Interaction with customer and going through the RFP process.	P	S
8.	Documentation and correspondence with the customer.	P	-
9.	Provisioning of certificates from OEMs for product support, warranty, spare availability and delivery as per the customer/ RFP requirement.	-	P
10.	Provisioning of EMD to end customer as per RFP requirement.	P	
11.	Provisioning of EMD to BECIL on proportionate basis.		P
12.	Provisioning of any other required document for bidding.	J	J
13.	Submission of complete techno-commercial offer to the customer in requisite mode.	P	
14.	Execution of field trials and any product demonstrations and tests, as required by the customer.	S	P
15.	Any other relevant follow up, correspondence and meetings with customer.	P	S
16.	Support during Reverse Auction (if any)	S	P

- **NOTE: A detailed Agreement of POST-BID responsibility shall be signed subsequently, if the project is awarded and Work Order issued by the Customer to BECIL.**

1.4 The detailed Agreement for selected bidder between the parties will contain:

(a) Responsibility matrix of the PARTIES to execute the PROJECT, if awarded, jointly. This will covers the entire scope of work mentioned in the tender RFP documents or any modifications thereof.

(b) Other Modalities/conditions that might arise or might require to be incorporated towards complete & satisfactory execution of the Project.

The above list is illustrative and not exhaustive and will include apart from the above other clauses also.

(c) Financial Arrangements.

The above list is illustrative and not exhaustive and will include apart from above other clauses also.



## **ARTICLE 2:- TERM AND TERMINATION**

2.1. **Terms:** This AGREEMENT shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:

a) A Contract for the PROJECT has been awarded by the End Customer to BECIL and the parties hereto have subsequently entered into and signed a comprehensive formal AGREEMENT referred to under item 1.4 above;

**or**

b) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this AGREEMENT have been fulfilled;

**or**

c) By Mutual consent between the Parties

2.2. In the event order is placed on BECIL by the end customer wherein BECIL is to use services of \_\_\_\_\_XX\_\_\_\_\_, \_\_\_\_\_XX\_\_\_\_\_ will have no right to terminate this agreement till such time that the project is complete in all respects including the expiration of AMC period, if any.

**2.3 Effect of Termination or Expiration:** Upon any expiration or termination of this AGREEMENT and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential & Proprietary Information" shall be limited to matters of commercial confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

## **ARTICLE 3:- PAYMENT & COMMERCIAL TERMS AND CONDITIONS**

3.1 While preparation and submission of Bid against the Client's RFP, BECIL will Provision the EMD to end customer as per the customer RFP requirement. \_\_\_\_\_XX\_\_\_\_\_ will provision an EMD of Proportionate amount to BECIL on back to back basis.

3.2 In case the bid submitted by BECIL against the Customer's RFP, prepared in collaboration with \_\_\_\_\_XX\_\_\_\_\_, is accepted and BECIL receives Work Order from the Customer, the following conditions will be applicable:-

(i) BECIL will provision Transaction charges, Annual Milestone charge and any other charges for signing the agreement with the customer, payable to GEM. All such charges shall be recovered in total quantum from \_\_\_\_\_XX\_\_\_\_\_.

(ii) BECIL will issue Work/Supply Order/s to \_\_\_\_\_XX\_\_\_\_\_, on becoming L1, ensuring net \_\_% margin to BECIL on the total basic value of the project

- (iii) All terms and conditions of the Customer's RFP, and any subsequent amendments/ corrigendums thereof, will be applicable fully on back to back basis on \_\_\_\_\_XX\_\_\_\_\_, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- (iv) EMD and Performance Bank Guarantee as applicable shall be payable by \_\_\_\_\_XX\_\_\_\_\_ on back to back basis as per the terms and conditions of Customer's RFP, and any subsequent amendments/ corrigendums thereof.
- (v) In case the bidding against Customer's RFP requires online payment for EMD, the proportionate amount will have to be paid in similar mode by \_\_\_\_\_XX\_\_\_\_\_ to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency* has to submit back to back EMD to BECIL. The cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from \_\_\_\_\_XX\_\_\_\_\_ in case the Project is awarded to BECIL by the Customer.
- (vi) All payments in the Project to \_\_\_\_\_XX\_\_\_\_\_, shall be on back-to-back basis only subject to receipt of corresponding payment from the Customer. No advance will be paid to \_\_\_\_\_XX\_\_\_\_\_, even though BECIL may be eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by \_\_\_\_\_XX\_\_\_\_\_ to BECIL.
- (vii) All pricing by \_\_\_\_\_XX\_\_\_\_\_ would be inclusive of all statutory taxes payable by \_\_\_\_\_XX\_\_\_\_\_. However any statutory change in Tax Structure prevailing at the time of invoicing shall be binding to both - \_\_\_\_\_XX\_\_\_\_\_ and BECIL. Their bid price shall be for completeness of system without any extra cost.

#### **ARTICLE 4: CONFIDENTIAL INFORMATION**

4.1. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies & Government agencies, the terms of this AGREEMENT are agreed by all the Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

4.2. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

- (a) preparation of bid for the tender and/or,
- (b) In case of award of a Contract for the PROJECT to BECIL and/or,
- (c) Execution of the PROJECT

#### **ARTICLE 5: LIMITATION OF LIABILITY**

5.1. With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this AGREEMENT or in any manner arising from this AGREEMENT.

## **ARTICLE 6:- GENERAL TERMS & CONDITIONS**

### **6.1 AGENCY**

This agreement between the parties is on a principal to principal basis and it is agreed that \_\_\_\_\_XX\_\_\_\_\_ is not and shall not represent itself as an agent of BECIL.

### **6.2 CONFIDENTIALITY**

The parties along with their employees working on the specified projects agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this agreement and/ or any subsequent agreement or any correspondence in writing between them. This clause shall survive the expiry/termination of this agreement.

### **6.3 ASSIGNMENT**

This AGREEMENT may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This AGREEMENT will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

## **7. INTELLECTUAL PROPERTY RIGHTS**

BECIL would make no claim on the technology / algorithms used in servicing the clients either during the contract or ever later. Both the parties agree that consideration mentioned under commercial term of this agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by **XX** for any kind of breach of IPR of any third party for all the products/services supplied by it under this agreement.

Any amendment to this AGREEMENT, if required, shall be done in writing with the mutual consent of the parties.

## **8. WARRANTIES AND UNDERTAKINGS**

- i. Each Party acknowledges that it is and shall remain liable to the other party for the consequences of any failure on its part or on the part of its Personnel to fulfill the tasks assigned to it under this Agreement.
- ii. Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of its obligations, which will be entirely at that Party's own expense.

## **9. INDEMNITY**

Each party shall indemnify, keep indemnified and hold harmless the other Party from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which it may incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to any third party.

## **10. ASSIGNMENT AND SUB-CONTRACTING**

Neither this Agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent, subject to the compliance with the Tender terms.

## **11. FORCE MAJEURE**

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies.

## **12. DISPUTE RESOLUTION**

i. All disputes arising out of or in connection with this Agreement and any amendments thereof, shall, as far as they cannot be amicably settled between the parties, shall be submitted to arbitration by a Sole Arbitrator to be appointed by CMD ,BECIL. The venue of arbitration shall be Delhi. Arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.

Note : During a dispute, each Party must continue to perform its obligations under this Agreement.

## **13. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

## **14. NOTICES**

i. Any intimation, notice, request, grievances, complaint or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the specified address.

ii. Any notice issued pursuant to this Agreement must be in English and in writing. All notices, correspondence or other communication relating to this Agreement shall be given:



- (a) by being personally served on the designated Party; or
- (b) by being sent to the Party's designated address for service by prepaid ordinary mail; or
- (c) to the designated facsimile ; or
- (d) to the designated e-mail address.

The particulars for service to each party are:

**Address: XXXX**

**Fax:**

**E-mail:**

**Address: Broadcast Engineering Consultants India Limited**

BECIL BHAWAN , C56/A17 Sector 62 Noida 201307

**Fax: +91 11 23379885**

**E-mail: ved@becil.com**

## **15. WAIVER**

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this Agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

## **16. SURVIVAL**

- i. The representations and warranties contained in this Agreement survive the termination of this Agreement.
- ii. Each indemnity and guarantee arising in respect of this Agreement survives the performance of obligations arising out of or under this Agreement and the termination of this Agreement and will continue in force as long as necessary to affect their purpose.

## **17. VARIATION**

This Agreement may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing signed by a duly authorized officer of each of the Parties.

## **18. COUNTERPARTS**

This Agreement is executed in two counterparts, with each party retaining one original.

**19. DAMAGES**

Once the Bid has been submitted, neither of the parties may withdraw from its obligations & terms of the present AGREEMENT. Any damage/loss caused to BECIL due to failure on the part of \_\_\_\_\_XX\_\_\_\_\_ to enter into a detailed agreement as mentioned above, shall be borne by \_\_\_\_\_XX\_\_\_\_\_ and will be made good by it in case BECIL has to make payment of any damages/penalty to End Customer of any nature whatsoever. EMD will be forfeited by BECIL and can claim damages for the loss of reputation

**20. ENTIRE AGREEMENT**

This Agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this Agreement and supersedes all prior negotiations, representations, agreements and understandings, written or oral preceding the execution of this Agreement.

By signing this AGREEMENT, BECIL and \_\_\_\_\_XX\_\_\_\_\_ acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective authorized representatives with effect as of the Effective Date.

**NOTE : ALL the RFP Terms and condition and corrigendum thereof , shall be binding on the XX on back to back basis.**

**FOR AND ON BEHALF OF BECIL**

**FOR AND ON BEHALF OF XX**

**Date:**

**Date:**

**Place:**

**Place:**

**Witness:**

**Witness**

**1.**

**1.**

**Power of Attorney for signing the Bid on Rs. 100 Stamp Paper**

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize \_\_\_\_\_, who is presently employed with us and holding the position of "\_\_\_\_\_", as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project "**Name of Project**" of "\_\_\_\_\_" (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by \_\_\_\_\_ (Name of authorized person) will be binding on the selected bidder.

IN WITNESS WHEREOF WE, (Name of Bidder)\_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date\_\_\_\_\_ .

For **Name of Bidder**,

\_\_\_\_\_  
\_\_\_\_\_

Accepted

Witnesses:

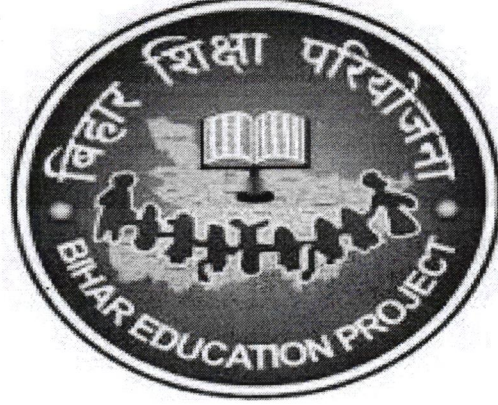
1. (Notarized)

2.

PRICE BID FORMAT

				<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>D</b>
<b>SI</b>	<b>Item Description</b>	<b>Qty</b>	<b>Units</b>	<b>Lump Sum Price offered for the complete Project (inclusive of AMC, Spares etc ) as per full Scope of Work (exclusive of GST)</b>	<b>NET margin offered to BECIL on Total Valueof Project (IN Figure %)</b>	<b>A*B</b>	<b>A-C</b>	<b>Total D in figure</b>
<b>1</b>	<b>Description Of Work</b>	<b>1</b>	<b>Lot</b>					

RFP Reference No. BEPC/FLN-SK/2023/3315, Dated 18.11.2023



**Request for Proposal (RFP)**  
For

**Selection of Agency for Supply of  
Teaching Learning Material for Class 4<sup>th</sup> to 5<sup>th</sup>**

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

0

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***RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>***

**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.





**RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>**

Glossary

Abbreviation/ Terms	Details
<b>Authorized Signatory</b>	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.
<b>BEPC</b>	Bihar Education Project Council (BEPC),
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security/ Earnest Money Deposit (EMD)</b>	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.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ vendor participating in the bidding process with the procurement entity
<b>Bidding Document</b>	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
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Joint Secretary, Department of Education, GoB shall be the Competent Authority in this bidding document.
<b>Contract</b>	"Contract" means a legally enforceable agreement entered into between the Procuring entity and the selected bidder(s) with mutual obligations.
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>PAN</b>	Permanent Account Number
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	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
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	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.
<b>Services</b>	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



**RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>**

<b>Service Level Agreement (SLA)</b>	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.
<b>State Government</b>	Government of Bihar (GoB)
<b>GST</b>	Goods and Service Tax
<b>WO/ PO</b>	Work Order/ Purchase Order



**RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>**

**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/FLN-SK/2023/... <del>7315</del> , Dated 18.11.2023 Available for download from 22/11/ 2023, 5:00 PM onwards till 16/12/2023, 4:00 PM on e-proc-2 website
3.	Last date for submission of written queries for clarifications	27/11/2023, 5:00 pm Email: <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>
4.	Date of pre-bid conference	28/11/ 2023, 2:30 pm at Virtual Mode: Link for Pre-Bid conference <a href="https://us02web.zoom.us/j/81546272058?pwd=SlIzRzhiVHVCVTg4NFQ5MTZMMWY5UT09">https://us02web.zoom.us/j/81546272058?pwd=SlIzRzhiVHVCVTg4NFQ5MTZMMWY5UT09</a> Meeting ID: 815 4627 2058 Passcode: abc123  e-mail: <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>
5.	Release of response to clarifications	30/11/2023, 5:00 PM
6.	Last date of submission of bid	16/12/2023, 4:00 PM
7.	Last date of submission of Hard Copy of BG/DD etc	16/12/2023, 4:00 PM
8.	Opening of Technical Bids	16/12/2023, 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 : <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>



**RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>**

**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 website. The Scope of Services forming part of the Assignment has been set out hereunder in this document. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP ("Evaluation Criteria") to identify the successful Bidder for the Assignment ("Successful Bidder")

**1.1 Structure of the RFP**

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

The Bidders would need to submit 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](http://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 TLM kits to Standard 1 to Standard 3rd students' detail about the items contain in the kits 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

**RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>**

- 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**

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

**3.5 CLARIFICATIONS**

A prospective Bidder requiring any clarification on the RFP must notify the BEPC, GoB in writing to The State Project Director, Bihar Education Project Council, GoB within such date as specified in RFP Time Schedule. At its sole discretion, BEPC, GoB will upload its response to such queries on the website <https://www.bepccsa.in> [www.eproc2.bihar.gov.in](http://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](mailto:ssabihar@gmail.com) with name of assignment as the subject, in the following format:



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<b>Bidders Request for Clarification</b>				
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**

- i. 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.bepcssa.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**

- i. 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.
- ii. Prior to expiry of the Proposal Validity Period, BEPC, GoB may request the Bidders to extend the period of validity for a specified additional period.
- iii. The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

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**3.9 BID SECURITY**

- i. Bidders shall submit, along with their Bids, EMD of INR Three Crores (300 lakhs only) in the form of Bank Guarantee issued by any Scheduled bank. (IFSC Code - IOBA0002450)
- ii. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- iii. 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.
- iv. 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.
- v. 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.
- vi. The Bid Security shall be forfeited in the following cases:
  - a. If the Bidder withdraws its Proposal;
  - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
  - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
  - d. If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

**3.10 BIDDER'S RESPONSIBILITY**

- i. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- ii. It shall be deemed that prior to the submission of Proposal, the Bidder has:
  - Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document.
  - Received all such relevant information as it has requested from the BEPC, GoB; and
  - Made a complete and careful examination of the various aspects of the Assignment.
- iii. BEPC, GoB shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- iv. 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,**



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**Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur - 800 004.  
e-mail : [ssabihar@gmail.com](mailto:ssabihar@gmail.com)**

**3.12 FORMAT AND SIGNING OF PROPOSAL**

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

**3.13 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL**

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

**3.14 PROPOSAL DUE DATE**

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

**3.15 TEST OF RESPONSIVENESS**

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

- a) Are not submitted in as specified in the RFP document
- b) Are found with suppression of details
- c) With incomplete information, subjective, conditional offers and partial offers submitted





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

**3.16 CONFIDENTIALITY**

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

**3.17 CLARIFICATIONS**

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

**3.18 PROPOSAL EVALUATION**

The Qualification Submissions of the Bidders would be checked for responsiveness 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**

- i. 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 selection.

**3.20 NOTIFICATIONS**

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

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

- i. BEPC, GoB reserves the right to accept or reject any or all the Proposals without assigning any reason

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and to take any measure as it may deem fit, including annulment of the bidding process, without liability or any obligation for such acceptance, rejection or annulment.

- ii. BEPC, GoB reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- iii. BEPC, GoB reserves the right to reject any Proposal if at any time:
  - a. A material misrepresentation made at any stage in the bidding process is uncovered; or
  - b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

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:

- a. 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 21 days of award of Letter of Intent (LOI)**.
- 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 L 2 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 :

- **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.
- 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;
- 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



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complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.

➤ Please note that no conditional bid will be entertained

➤

**4.1 PRE-QUALIFICATION CRITERIA**

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.

<b>Sl. No.</b>	<b>Conditions</b>	<b>Documents to be submitted</b>
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 following Registrations: I. PAN Number II. GST Registration	a) Certificate of Incorporation/ Proprietorship Certificate/ Partnership Certificate/LLP 2008 certificate  b) GST certificate  c) PAN card
2	The bidder should have Average annual turnover of minimum INR 150 crores or more in last three Financial years 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 financial years, (as per the last published audited balance sheet) should be positive. 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, 2022-23.	Copy of Balance Sheet and CA Certificate



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4	<p>The bidder must have successfully undertaken at least the following numbers of Similar assignments of value specified herein :- One project not less than the amount of ₹140,00,00,000/- (One hundred Forty Crores Only) OR Two projects not less than the amount of Rs. ₹ 100,00,00,000/- (One hundred Crores Only) OR Three projects not less than the amount of Rs. ₹ 70,00,00,000/- (Seventy Crores Only)</p> <p>Similar Experience assignments defined as: Supply of Supply and Maintenance of IT/ Educational Lab/ FLN (Foundational Literacy &amp; Numeracy) projects in State or Central Government in last Seven years as on 31.03.2023.</p>	<p><b>Copy of Work Order and Completion Certificate.</b></p>
5	<p>The Bidder must have a valid certificate: ISO 9001</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 Annexure -4)</p>
7	<p>Consortium &amp; Sub-Contracting are not allowed under this assignment</p>	

**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 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:



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Sl. No.	Description	Evaluation Criteria	Criteria wise Marks	Maximum Marks
1	The bidder should have Average annual turnover of minimum INR 150 crores or more in last three Financial years 2020-21, 2021-22 and 2022-23	More than ₹150Cr. More than ₹250Cr	5 10	10
2	The bidder should have Experience in Supply of FLN (Foundational Literacy and Numeracy) Student kits/ School kits/Stem Kits/Robotics Kit in Government schools under State or Central Government in last five years as on 31.03.2023.	Single Project of value Rs 100 Cr	5	10
		Single Project of value more than Rs. 200 Cr	10	
3	The bidder should have experience in successfully implementation of Supply of Story books/Workbooks/ Charts/Colors/ Student working sheets/Educational Lab/ FLN (Foundational Literacy & Numeracy) projects/ Education IT applications under State/ Central Government/ PSUs/ Autonomous Body in last five years as on 31.03.2023.	Supplied quantity >100000 Student/units	5	10
		Supplied quantity >500000 Student/units	10	
4	The bidder should have Experience in Implementation/ Development/ Maintenance of Projects with Software/Monitoring tools/ Web Portal/ Management Information System in Government Schools/Institution under State or Central Government/ Autonomous Body in last five years as on 31.03.2023.	01 project	5	20
		02 projects and above	10	
		03 projects and above	20	
5	Sample Demonstration (POC) along with Videos	Quality of Samples and Quality & content of Videos Submission	25	25



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6	Technical Presentation		
	a) Proposed Mechanism of Monitoring of Project	a) 10	25
	b) Demonstration of Integrated FLN Kit including STEM and Robotics Kit	b) 10	
	c) Demonstration of Proposed Kits Distribution Tracking Application	c) 05	
	d) Demonstration of Proposed Assessment Platform		
	e) Work-plan and Methodology		
<b>Total</b>			<b>100</b>

**Note: -**

- Consortium Purchase Order will not be considered for evaluation.
- Kit Samples (i.e. 2 Sets consisting of all items) along with Videos in pendrive as per Scope 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 75marks.

**1 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.
- BEPC reserves the right to split the work.

**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.



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- 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.

**4.2 GENERAL EVALUATION ELABORATION**

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



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**5. SCOPE OF WORK**

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

- I. The rates shall be on F.O.R at 534 Blocks/BRCs across the Bihar. BEPC shall provide the details regarding all 534 destination points with Nodal Officer Name and contact number where the selected agency shall provide the TLM Kit
- II. 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.
- III. Consolidated Price shall be quoted in BOQ chart for each kit combined together with all the items as indicated in the technical bid with specifications.
- IV. Below items will form the part of Scope. Detailed specifications are followed in Annexure 1.
  - a. Integrated FLN kit for Class 4 and 5.
  - b. Assessment Platform
  - c. Kits Distribution Tracking software
- V. 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.
- VI. BEPC, GoB reserves the right to accept or reject any or part of offers without assigning any reasons.
- VII. The supply of the Teaching Learning Materials should be done within 90 days from the date of issuance of Purchase Order. In case of any delay in delivery, penalty will be charged as per rules.
- VIII. Delivery time may be extended in case of any unforeseen circumstances or on mutual agreement between both the parties.
- IX. The quantity of items can be increased or decreased as per our requirements.
- X. The supply of equipment needs to be done at the block level.
- XI. 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.

**1) PROJECT DURATION AND RESOURCE DEPLOYMENT**

The project period will be **12 months** starting from the Actual Date of Work Started / Agreement.

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

**2) PAYMENT SCHEDULE AND PENALTY**

**Payment will be released after the satisfactory receipt of material at the designated locations and certification by the concerned co-ordinator at BEPC.** If the selected bidder fails to perform services within the stipulated time schedule, the BEPC shall, without prejudice to its other remedies under the





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contract, deduct from the contract price, as liquated damages, a sum equivalent to 1.0 % per week of the undelivered items.

After delivery of atleast 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.

Note:

1. Advance 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.
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



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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 30 days written notice of termination to Second Party.
  - a) If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
  - b) If the vendor becomes insolvent or goes into compulsory liquidation
  - c) If the vendor, in the 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) Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
  - h) Failure to abide by any lawful directions of the Department.
- 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. **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



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- 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.

**V. Transition and Exit Plan:**

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

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



**ANNEXURE 1**

**1. SPECIFICATION OF INTEGRATED FLN KIT for Classes 4 th and 5th**

**Components:**

S.No	Description	Qty per School
1	Hindi Literacy tools	1
2	English Literacy tools	1
3	Numeracy tools	1
4	Video Manuals for Literacy and Numeracy Tools	1
5	Charts	1
6	Beginner level STEM Electronics kit	1
7	Beginner level Robotics DIY Kit	1

**Specifications:**

1. Hindi Literacy Tools			
S.No.	Product	Concept	Type of tool
1	विलोम शब्द/पर्यायवाची शब्द	पर्यायवाची शब्द की अवधारणा विलोम शब्द की अवधारणा वाक्य निर्माण शब्द पठन मौखिक अभिव्यक्ति	Plastic Connecting tiles 50 tiles for 25 antonyms and 100 tiles for 25 synonyms
2	तुकांत शब्द	समान उच्चारण वाले शब्दों की पहचान कविता के लय की समझ शब्दों में आई अंतिम ध्वनि की पहचान। तुकबंदी वाले शब्द बनाने की क्षमता में वृद्धि	20 Words on A4 size laminated card
3	विराम चिह्न	विराम चिह्नों के नाम की पहचान चिह्नों की समझ वाक्य में चिह्नों के उपयोग की समझ चिह्नों को पहचानते हुए वाक्य रचना	1 wheel of size 9 x 9 inch, printed on 300 GSM laminated card on one side along with 20 sentences cards of size 5 x 3 inches, printed on 300 GSM laminated card on both sides and a suction spinner
5	मुहावरे और लोकोक्तियाँ	मुहावरों और लोकोक्तियों की समझ मुहावरों से कहानी निर्माण वाक्य में मुहावरों और लोकोक्तियों के उपयोग को समझना	Set of 40 cards of size 6 x 5 inches, printed on 300 GSM laminated card on both sides which includes 30 cards for

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		विशेष शब्दों के अर्थ की समझ	idioms and 10 for proverbs
6	प्रत्यय और उपसर्ग	प्रत्यय और उपसर्ग की समझ प्रत्यय और उपसर्ग के नियम और अंतर की समझ में वृद्धि वाक्य में प्रत्यय और उपसर्ग के उपयोग को समझना प्रत्यय और उपसर्ग में मूल शब्द की पहचान	108 plastic dominos/ connecting tiles in 3 different colors to make 50+ words with prefix and suffix
7	अव्यवस्थित वाक्य	वाक्य को व्यवस्थित तरीके से लगाने की समझ वाक्य बनाते समय सर्वनाम, संज्ञा और पूर्ण विराम के उपयोग की समझ सरल वाक्य बनाने की क्षमता	Set of 40 cards of size 6 x 5 inches, printed on 300 GSM laminated card on both sides
8	श्रुतिसमभिन्नार्थक शब्द	श्रुतिसमभिन्नार्थक शब्दों की समझ श्रुतिसमभिन्नार्थक की परिभाषा का ज्ञान वाक्य बनाते समय श्रुतिसमभिन्नार्थक शब्दों के उपयोग की समझ शब्दों के अलग-अलग अर्थ की समझ	Set of 25 Homophones cards – cardboard puzzle cards of size 2 x 2 inches, printed on 300 GSM laminated card on both sides
9	नक्शा पज़ल	मानचित्र की समझ विभिन्न राज्यों और उनकी राजधानी के नाम की समझ कहाँ किसकी उपज होती है दिशा के अनुसार राज्यों की समझ चित्र के अनुसार राज्यों को उनकी राजधानी के साथ सही क्रम में लगाने की समझ विकसित होगी	Cardboard jigsaw puzzle (11x27 single side 300 GSM)
10	Warm up game (बूझो तो जाने)	एकाग्रता और अल्पकालिक स्मृति और समस्या समाधान में सुधार मानसिक व्यायाम के रूप में उपयोग कल्पनाशक्ति में वृद्धि सहयोगात्मक गतिविधि की समझ	Set of 25 cards of size 5 x 9 inches, printed on 300 GSM laminated card with Triple fold

2. English Literacy Tools			
S.No.	Product	Concept	Type
1	Antonyms/ Synonyms	Identify synonyms and antonyms Understanding of synonyms and antonyms in active learning Demonstrate their understanding of synonyms and antonyms	Plastic Connecting tiles 50 tiles for 25 antonyms and 100 tiles for 25 synonyms
2	Rhyming Words	Learning to recognize rhyming patterns in language. Enables to manipulate words and sounds to create simple rhymes. Learners become aware of word and letter patterns to develop decoding skills.	20 Words on laminated card (11x27 single side 300 GSM)

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3	Punctuation Wheel and cards	Differentiate between common punctuation marks. Demonstrate an understanding of punctuation through correct usage. Identify when each punctuation mark (period, exclamation point, question mark, comma and quotation marks) is needed.	1 wheel of size 9 x 9 inch, printed on 300 GSM laminated card on one side along with 20 sentences cards of size 5 x 3 inches, printed on 300 GSM laminated card on both sides and a suction spinner
4	Idioms and Proverbs	Understanding of Idioms and Proverbs Story building with idioms. Understanding the use of Idioms and Proverbs in a sentence. Understanding the meaning of specific Idioms and Proverbs.	Set of 40 cards of size 6 x 5 inches, printed on 300 GSM laminated card on both sides which includes 30 cards for idioms and 10 for proverbs
5	Prefix suffix	Understanding of suffix and prefix. Differentiate between rules of suffix and prefix. Understanding the use of suffix and prefix in a sentence. Identification of base/root word in suffix and prefix.	108 plastic dominos/ connecting tiles in 3 different colours to make 50+ words with prefix and suffix
6	Jumbled Sentences	Rearranging words in correct sequencing. Understanding the use of pronouns, nouns and full stops while making sentences. Ability to form simple sentences.	Set of 40 cards of size 6 x 5 inches, printed on 300 GSM laminated card on both sides
7	Homophones	Understanding of Homophones words along with their definition. Understanding the use of Homophones words while making sentences. Understand the different meanings of homophones words.	Set of 25 Homophones cards – cardboard puzzle cards of size 2 x 2 inches, printed on 300 GSM laminated card on both sides
8	Story Puzzle	Understanding of putting the picture in the correct sequence creates a participatory and immersive experience Encourages imagination & creative thinking Improves vocabulary	Cardboard jigsaw puzzle (11x27 single side 300 GSM)



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<b>3. Numeracy Tools</b>			
<b>S.No.</b>	<b>Product</b>	<b>Concept</b>	<b>Type</b>
1	Pan balance	Weight measurement, weight comparison, making our own weights	1 Plastic Pan balance - Base, stand, balance scale, 2 hangers, 2 pans, and pointers, 5 weights each of 1 gram, 5 gram, and 10 grams
2	Geo Model Set	Making different 3D shapes, Concept of Edges, Faces & Vertices, Top view, Front view etc.	6 solid shapes with 2D Nets
3	Tangrams (Set of 2)	Innovative Shapes and patterns creation, Dissection puzzle, spatial problem solving tasks	Plastic Tangrams-Set of 7 pieces
4	Flexible ruler (Set of 2)	Length estimation, measurement, addition and subtraction, comparison	Flexible ruler of plastic of 30 cm length
5	5 Rod Abacus	Counting, Grouping, Number Representation, Addition & Subtraction, Place value	1 Wooden Abacus - base & 50 Plastic Beads in 5 different colors
6	Fraction Circles	Basic concept of fraction- Parts of fraction- Half, 1/4 <sup>th</sup> , 1/5 <sup>th</sup> , 1/6 <sup>th</sup> , simple addition and subtraction	9 Plastic Fraction Circles - Circles include whole, half, thirds, quarter, fifths, sixths, eighths, tenths and twelfths part of the circle.
8	Data Collection board with Linking cubes	Collecting, Organizing, Interpreting data	1 Wooden Data collection board with 10 grooves and 50 linking cubes
9	Jug and Beaker Set	Volume comparison, addition and subtraction problems on volume concepts	Plastic Graduated Beaker Set of 5 - Volume Measured 50ml, 100ml, 250ml, 500ml, 1000 ml
10	Angle Ruler	Making simple angles	Plastic Angle ruler ( 12 Inches length)
11	Symmetry Kit	Concept of symmetry, linear symmetry, reflection etc.	Symmetry kit- 3 Mirrors of acrylic plastic sheet -5x3 inch & 2 units of 3x4inch
12	Geo-Skeleton Set	Making of triangle, rectangle, square, etc, estimating perimeter and area of regular and irregular shapes, making different shapes	100 sticks in 4 sizes, 50 connecting balls and 25 quarter circles
13	Currency Concepts	Buying and selling concepts, making bill	Paper currency- 3 notes each of ₹ 1, 2, 5, 10, 20, 50, 100, 200 and 500. Plastic coins [ 3 coins each of ₹ 1, 2, 5, 10, 20] respectively. Set of 40 cards of size 2 x 2 inches, printed on 300 GSM

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			laminated card
14	Geoboard 9"	Shapes & angle formation, Area & perimeter of closed shapes, Open and closed shapes, Regular and Irregular shapes	9" inch Plastic Geoboard (with set of Rubber Bands)

#### **4. SPECIFICATION OF VIDEOS**

- i. Class wise videos on all the topics (Literacy and Numeracy) below should be provided for 4<sup>th</sup> and 5<sup>th</sup> standard.
- ii. A cardboard with the QR codes of videos can given along with each kit to every student. Students can scan the QR code from the cardboard and watch the videos.

#### **5. Charts (11x27 single side 300 GSM)**

1. Prepositions
2. योगासन (YOGAASAN),
3. अपने सुरक्षित घेरे को पहचानें (Know your safe circle),
4. काल (TENSES)
5. पाँच इंद्रियाँ (Super senses)
6. खाद्य शृंखला (FOOD CHAIN)
7. हमारे राष्ट्रीय नेता (OUR NATIONAL LEADERS)
8. समय
9. भिन्न
10. क्षेत्रफल और परिमाप
11. Adverb
12. Verbs
13. विभिन्न देशों के झंडे (WORLD OF FLAGS)
14. शिक्षा का अधिकार (RTE)
15. आपातकालीन सेवाएँ (EMERGENCY SERVICES),
16. बुनियादी शिष्टाचार (BASIC MANNERS)
17. स्वयं की सुरक्षा (How to keep yourself safe)
18. The 3 R's (Reuse, Reduce, Recycle)
19. कोण के प्रकार और उनकी रचना
20. बहुभुज परिवार



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<b>6. Beginner level STEM Electronics kit</b>		
<b>S.No</b>	<b>Kit Features</b>	<b>Description</b>
1	Fundamental concepts covered	Electricity, Circuits, Sound, Light, Mechanical Energy, Logic Gates, Motors and RGB colors.
2	Material	Min of 25 PCB blocks, the kit includes 50 well-documented designs, encompassing 6 output blocks: RGB LED, Motor, LED, Fan, Dual LED, Flashing LED, and Buzzer Blocks. Additionally, it incorporates 2 input blocks, such as Moment Button, OR Logic, AND Logic, and Slide On/Off Switch, along with 2 copy blocks for input and output, a power block, and indispensable accessories like Breadboard, Jumpers, and Connectors.
3	Circuit combinations	50+
4	Training Manuals	The kit should have a printed manual that provides meticulous, step-by-step building instructions for 50+ projects, complete with included materials, diagrams, circuit explanations, and all aligning with STEM learning outcomes.
5	Content accessibility	One LMS license per school for content accessibility

<b>7. Beginner level Robotics DIY kit</b>		
<b>S.No</b>	<b>Kit Features</b>	<b>Description</b>
1	Material	Aluminium materials having rust-proof features.
2	Fundamental concepts	Mathematics, and Science.
3	Capability	The kit should have the capability of making 10+ models based on the concept of Mathematics and Science like arc-creating robots, and perimeter finder robots, and also be able to identify the intensity of light or avoid obstacles, following lines, and many more
4	Specifications	The kit should have a programmable CPU with a minimum of 6 analog input pins and 8 digital I/O pins, utilizing AVR architecture, easy-to-connect ports for sensors and motors, and powered by a reliable battery source.
		The Kit should also have the feature of easy-to-connect plugins for sensors, motors, etc.
		The kit should have the features to support graphical programming for the models.

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		The kit includes sensors such as Ultrasonic Sensor, LDR, and IR Sensor, enhancing its capabilities. Its modular design facilitates the seamless connection of all functional components.
5	Training Material	The kit should have an assembly manual, in the form of a comprehensive booklet or chart, and provide step-by-step instructions with diagrams, simulations, circuit explanations, and assembly
6	Content Accessibility	One License per school per LMS for content accessibility

**2. SPECIFICATION OF ASSESSMENT PLATFORM**

- i. An assessment platform for teachers to monitor the performance of the children.
- ii. Class teacher assesses the performance of students in the class and manually enter their marks in the application.
- iii. Complete yearly report card of every student should be visible to the teachers and principal.
- iv. School wise performance report should be visible to the department.

*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.*

**3. SPECIFICATION OF 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 FLN 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: -

1. Each FLN batch shipment will be assigned a unique QR Code/Bar Code
2. 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.
3. 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.)
4. 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.

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5. 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.
6. 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.
7. Provision for the administrator to define roles in the system with access rights & privileges and assigning them to different users.
8. 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.
9. 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.
10. Provision for sending different application-based alerts and notifications to all stakeholders upon triggering of key events like "package received", "package dispatched" etc.

*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.*



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**ANNEXURE 2: LETTER OF SUBMISSION**

(On the letterhead of the bidder)

To,

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

Sir,

**Ref: - RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> to 5<sup>th</sup>, BEPC, GoB**

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

We hereby agree and undertake 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](http://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. Three Crores (Rupees Three Hundred Lakhs only) in the form of Bank Guarantee issued by the Schedule Bank, in favor of the "State Project Director, Bihar Education Project Council
- d. That as on the date of submission of this tender, there is no blacklisting order that bars us from working with any Government Agency / Department on account of deficiency in service.

Name of the Bidder

Date: -

Signature of Authorized Signatory



**RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>**

**ANNEXURE – 3: LIST OF SIMILAR WORK**

#	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



**RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>**

**ANNEXURE – 4: FORMAT FOR FINANCIAL PROPOSAL**

(On the letter head of the bidder)

Date: -

To,

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

Sir,

**Ref: - RFP for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup> , BEPC, GoB**

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

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

Our Financial Quote for the for selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup>, BEPC, GoB, Bihar, Patna is INR (in figures) \_\_\_\_\_ (INR in Rupees). This amount includes all charges and taxes but is **exclusive of GST** which shall be payable at prevailing rates.

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

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

Sincerely,

Name

Name of the Firm/Agency

Designation and Address

Mobile and Email

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



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**ANNEXURE – 4.1: Financial Bid Format**

**For selection of Agency for Supply of Teaching Learning Material for Class 4<sup>th</sup> and 5<sup>th</sup> , BEPC, GoB**

S. No	Particulars	Rate per Kit	GST	Total Price Per kit Including GST
		A	B	C = A+B
1	Integrated FLN kit for class 4 <sup>th</sup> and 5 <sup>th</sup> , Assessment Software and Kits Distribution Tracking Software			
2	Total Price			

**Note:**

— GST shall be payable at prevailing rates.



**Corrigendum No. BEPC/FLN-SK/2023/.....7528 Date 04.12.2023**

**e-Tender Reference No. BEPC/FLN-SK/2023/7315, Dated 18.11.2023**

**(e-Tender ID : 47800)**

**दिनांक 28.11.2023 को अपराह्न 02:30 बजे से सम्पन्न प्री-बीड की बैठक (ऑनलाइन) की कार्यवाही।**

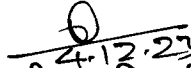
प्री-बीड की ऑनलाइन बैठक में निम्नांकित एजेन्सी/फर्म के प्रतिनिधि द्वारा भाग लिया गया।

Sl. No	Agency / Firm	Name of Representatives
1	RailTel Corporation of India Ltd. 6th floor, Tower II, East Kidwai Nagar, Kidwai Nagar, New Delhi, Delhi 110023	Sudhir Kumar
2	Telecommunications Consultants India Ltd., New Delhi, TCIL Bhawan, G.K.1, New Delhi-110048	Sandeep Singh
3	Telecommunications Consultants India Ltd., New Delhi, TCIL Bhawan, G.K.1, New Delhi-110048	Ms. Nisha
4	RailTel Corporation of India Ltd. 6th floor, Tower II, East Kidwai Nagar, Kidwai Nagar, New Delhi, Delhi 110023	Ms. Priyanka

RFP की कंडिका 3.5 के आलोक में इस कार्यालय को दिनांक 28.11.2023 को मात्र 03 एजेन्सी यथा— Faxonics Technologies Pvt. Ltd., Telecommunications Consultants India Ltd. एवं RailTel Corporation of India Ltd. के द्वारा लिखित पृच्छा (Query) ई-मेल के माध्यम से उपलब्ध कराया गया।

बैठक में सम्मिलित एजेन्सी/फर्म के द्वारा बारी-बारी से अपने पृच्छा को रखा गया।

प्री-बीड की बैठक (ऑनलाइन) में हुए विमर्श तथा e-Tender Reference No. BEPC/FLN-SK/2023/7315, Dated 18.11.2023 (e-Tender ID : 47800) के आलोक में एजेन्सी/फर्म से प्राप्त लिखित पृच्छा (Query) पर सम्यक् विचारोपरांत संलग्न विवरण अनुलग्नक- 1 के अनुसार प्राप्त सुझावों को स्वीकार/अस्वीकार किये जाने का निर्णय लिया गया।

  
4.12.23  
प्रशासी पदाधिकारी,  
बिहार शिक्षा परियोजना परिषद्



**BIHAR EDUCATION PROJECT COUNCIL**  
**RFP Reference No. BEPC/FLN-SK/2023/7315, Dated 18.11.2024 (TENDER Id - 47800)**

**Pre-Bid Query**

Firm	S. No	Bidding Document Reference (Number/Page)	Content of RFP requiring Clarification	Point of clarification Required	Suggestions (If Any)	Amendment made
RailTel Corporation of India Ltd. AGM/EB/CO Address:6th floor, Tower II, East Kidwai Nagar, . Kidwai Nagar, New Delhi, Delhi 110023 Tel: 011-22900600 Email: anishgusain@railtelindia.com Mobile: 9717644491	<b>GENERAL QUERIES</b>					
	1	General Queries	General Queries	Kindly allow approx 3-5% difference in the technical specification due to bulk Quantity Kindly share list of locations For EMD- Kindly clarify the duration of EMD and share the format for BG		Not accepted. List of locations with delivery of quantity will be share along with P.O. Validity of EMD will be upto 31.03.2023 Format of BG for EMD is attached.
	2	Page no 8 , background Information	The Selected Agency will have to supply TLM kits to standard 1 to standard 3rd student detail about the items contain in the kits given in annexure 1	The class standard is written as 1 to 3rd, please clarify		Please read IV to V in place of I to 3
	<b>SPECIFICATIONS RELATED QUERIES</b>					
	1	Page 28 Item No. 5	Charts (11x27 single side 300 GSM)	Kindly consider the common chart size i.e19"x27"		Please read Charts (19x27 single side 300 GSM)
	2	Page 27 Numeracy Tools, Item No.5	5 Rod Abacus- 1 Wooden Abacus - base & 50 Plastic Beads in 5 different colors	Kindly consider plastic option as well		Please read 5 Rod Abacus- 1 Wooden/ Plastic Abacus - base & 50 Plastic Beads in 5 different colors
	3	Page No. 27 Numeracy Tools item No.2	Geo Model Set 6 solid shapes with 2D Nets	Kindly increase the number of shapes to teach more concepts. Suggested number of shapes - 11 solid shapes (3D) with 2D nets.		Please read in "Type" column 11 solid shapes with 2D Nets

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<b>Firm</b>	<b>S. No</b>	<b>Bidding Document Reference (Number/Page)</b>	<b>Content of RFP requiring Clarification</b>	<b>Point of clarification Required</b>	<b>Suggestions (If Any)</b>	<b>Amendment made</b>
	4	Page No. 27 Numeracy Tools Item No. 12	Geo-Skeleton Set 100 sticks in 4 sizes, 50 connecting balls and 25 quarter circles	Instead of Geo skeleton set, kindly add the tools which can cover some important concepts such as addition with carry, subtraction with borrow, multiplications, decimals etc. Some of the tools such as base ten can be included.		replace the Geo Skeleton set with two other tools to cover more concepts which are not covered here. The tools and their concepts are given as below: 1. Product - Base Ten Blocks Concept- Number representation, Place Value, Addition, Subtraction, Decimals Type - Plastic Base 10 blocks - 1 block, 10 flats, 20 rods and 100 cubes of 1 cm. 2. Product - Counting Sticks Concept- Multiplication and Tables Type - Plastic Counting sticks - set of 100 pcs in minimum 2 different colors of length 10 cm each
	5	Page 25 English Literacy tools Item No. 2	Rhyming Words - 20 Words on laminated card (11x27 single side 300 GSM)	Kindly change the size to A4		Please read Rhyming Words - 20 Words on laminated card (A3 Size Both Side 300 GSM)
	6	Page 25, Hindi Literacy Tools, Item No. 9	नक्शा पज़ल - Cardboard jigsaw puzzle (11x27 single side 300 GSM)	Kindly change the size to A3		Please read नक्शा पज़ल - Cardboard jigsaw puzzle on laminated card (A3 Size Single Side 300 GSM)
	7	Page 24, Hindi Literacy Tools, Item No. 2	तुक्रांत शब्द	Kindly mention GSM of the card		Please read तुक्रांत शब्द - Cardboard jigsaw puzzle on laminated card (A3 Size Both Side 300 GSM)
	8	Page 26 English Literacy tools Item No.8	Story Puzzle - Cardboard jigsaw puzzle (11x27 single side 300 GSM)	Kindly change the size to A3		Please read Story Puzzle - Cardboard jigsaw puzzle on laminated card (A3 Size Single Side 300 GSM)
<b>DELIVERY PERIOD</b>						

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**BIHAR EDUCATION PROJECT COUNCIL**  
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**Pre-Bid Query**

Firm	S.No	Bidding Document Reference (Number/Page)	Content of RFP requiring Clarification	Point of clarification Required	Suggestions (If Any)	Amendment made
	1	Page No. 20 point No. 5	Delivery - The supply of the Teaching Learning Materials should be done within 90 days from the date of issuance of Purchase Order.	Kindly increase the Delivery period		Delivery - The supply of the Teaching Learning Materials should be done latest by 28.02.2024.
TCIL Sandeep Singh, DGM ICT Address: TCIL Bhawan, G.K.1 New Delhi-110048 Tel: 011-26202648 Email: sandeep.singh@tcil. net.in Mobile:9935333522	1	General ( page no 8)	Clarification ( Back ground Information )	Please confirm if this RFP is for the supply of TLM for Class 4th and 5th only		Addressed as above
	2	Page No. 11 point No. 3.9	Bid Security	Request to please reduce the amount of EMD		Not Accepted
	3	Page No. 11 point No. 3.9	Bid Security	Request to please share Complete Bank details of BEPC for EMD		State Project Director - BEPC A/c No. 245001000002776 IFSC Code - IOBA0002450
	4	Page No. 11 point No. 3.9	Bid Security	Request to please share the BG Format for Bid Security		Addressed as above
	5	Page No. 11 point No. 3.9	Bid Security	Request to please confirm the Validity of Bid Security to be submitted along with the tender		Addressed as above
	6	Page No. 20 point No. 5 Scope of work clause no. VII.	The supply of the Teaching Learning Materials should be done within 90 days from the date of issuance of Purchase Order	Request to please increase the Delivery period		Addressed as above
	7	Page No. 25 Annexure 1, specifications, 1. Hindi Literacy tools point No. 9 नक्शा	Cardboard jigsaw puzzle (11x27 single side 300 GSM)	The sizes mentioned is not standard.	Request to please change it to standard size A3	Addressed as above
	8	Page No. 25 Annexure 1, specifications, 2. English Literacy tools point No. 2 Rhyming Words	20 Words on laminated card (11x27 single side 300 GSM)	The sizes mentioned is not standard. As, Rhyming words mentioned in Hindi Tools ( point no 2 तुकान्त शब्द) is similar in concept, hence please consider the same specifications	20 Words on A4 size laminated card (double sided 300 GSM)	Addressed as above

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**BIHAR EDUCATION PROJECT COUNCIL**

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**Pre-Bid Query**

<b>Firm</b>	<b>S. No</b>	<b>Bidding Document Reference (Number/Page)</b>	<b>Content of RFP requiring Clarification</b>	<b>Point of clarification Required</b>	<b>Suggestions (If Any)</b>	<b>Amendment made</b>
	9	Page No. 26 Annexure 1, specifications, 2. English Literacy tools point No.8 Story Puzzle	Cardboard jigsaw puzzle (11x27 single side 300 GSM)	The sizes mentioned is not standard.	Request to please change it to standard size A3	Addressed as above
	10	Page No. 27 Annexure 1, specifications, 3. Numeracy Tools point No.5 5 Rod Abacus	1 Wooden Abacus - base & 50 Plastic Beads in 5 different colors	Request to please include plastic option. As both wooden and plastic are equivalently good. This will support in faster delivery	1 Wooden/ Plastic Abacus - base & 50 Plastic Beads in 5 different colors	Addressed as above
	11	Page No. 27 Annexure 1, specifications, 3. Numeracy Tools point No. 12 Geo-Skeleton Set	100 sticks in 4 sizes, 50 connecting balls and 25 quarter circles	Item No. 12 - Geo-Skeleton Set and Item No. 2- Geo Model Set are used for teaching the same concept of 2D and 3D shapes. Instead, we suggest you to replace the Geo Skeleton set with two other tools to cover more concepts which are not covered here. The tools and their concepts are given as below: <b>1. Base Ten Blocks</b>  <b>Product - Base Ten Blocks</b> <b>Concept- Number representation, Place Value, Addition, Subtraction, Decimals</b> <b>Type - Plastic Base 10 blocks - 1 block, 10 flats, 20 rods and 100 cubes of 1 cm.</b>  <b>2.Counting Sticks</b> <b>Product - Counting Sticks</b> <b>Concept- Multiplication and Tables</b> <b>Type - Plastic Counting sticks - set of 100 pcs in minimum 2 different colors of length 10 cm each</b>		Addressed as above

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RFP Reference No. BEPC/FLN-SK/2023/7315, Dated 18.11.2024 (TENDER Id - 47800)

**Pre-Bid Query**

Firm	S. No	Bidding Document Reference (Number/Page)	Content of RFP requiring Clarification	Point of clarification Required	Suggestions (If Any)	Amendment made
	12	Page No. 28 Annexure 1, specifications, 5. Charts (11x27 single side 300 GSM)	Charts (11x27 single side 300 GSM)	Size is not standard. Request to please make it standard size as 19x27 so that it will be more useful during classroom demonstration	Request to please make it standard size as 19x27 so that it will be more useful during classroom demonstration	Addressed as above
Faxonics Technologies Private Limited Yogendra Singh Director 502, Maruti Mansion 17 Raghunath Dadaji Street Fort Mumbai-400001 tenders@faxonics.com 9820000899	1	Page 20	The supply of the Teaching Learning Materials should be done within 90 days from the date of issuance of Purchase Order.	Request to please increase the Delivery period	Pls clarify	Addressed as above
	2	Page 25	नक्शा पज़ल - Cardboard jigsaw puzzle (11x27 single side 300 GSM)	This size doesn't seem to be a regular size for puzzle. Kindly consider the revision in size	Pls clarify	Addressed as above
	3	Page 25	Rhyming Words - 20 Words on laminated card (11x27 single side 300 GSM)	This size doesn't seem to be a regular size. Kindly consider the revision in size	Pls clarify	Addressed as above
	4	Page 26	Story Puzzle - Cardboard jigsaw puzzle (11x27 single side 300 GSM)	This size doesn't seem to be a regular size for puzzle. Kindly consider the revision in size	Pls clarify	Addressed as above
	5	Page 28	5. Charts (11x27 single side 300 GSM)	This size doesn't seem to be a regular size. Kindly consider the revision in size	Pls clarify	Addressed as above
	6	Page 20	VII. The supply of the Teaching Learning Materials should be done within 90 days from the date of issuance of Purchase Order.	Pls increase delivery period	Pls clarify	Addressed as above

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( शाहजहाँ )  
प्रशासी पदाधिकारी

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No ..... dated .....

Amount of Guarantee Rs .....

Guarantee cover from Dated .....

To dated: .....

Last Date for Lodgement of claim: .....

To

**State Project Director,**  
Bihar Education Project Council,  
Shiksha Bhawan, Rashtrabhasha Parishad Campus,  
Saidpur, Rajendra Nagar, Patna -800004.

WHEREAS ..... (Name of bidder) (hereinafter called "the bidder") having their registered office at ..... has submitted its RFP dated ..... (Date) for the execution of (Name of contract) ..... (hereinafter called "the RFP") in favour of "Bihar Education Project Council" hereinafter called the "Employer",

KNOW ALL MEN by these presents that we, .....  
.....  
.....

**having its office** .....  
**at** ....., **herein after**  
called "the Bank" are bound unto the employer for the sum of Rs. ....  
(Rupees ..... only) for which payment well and truly to be made to the sad Employer, the Bank binds itself, its successors and assigns by these presents: THE CONDITIONS of the obligation are:

- (a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP;
- or
- (b) If the bidder having been notified of the acceptance of his RFP by the Employer during the period of RFP validity;
  - (i) Fails or refuses to execute the Agreement, if required; or

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(ii) Fails or refuses to furnish the performance bank guarantee, in accordance with clause of Terms and Conditions of this RFP.

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

Notwithstanding anything contained herein,

1) Our liability under this Bank guarantee shall not exceed  
Rs. ....(Rupees.....  
.....only)

The bank Guarantee is valid up to .....and

2) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the Guarantee as found under clause (ii) above plus claim period)

Dated ..... day of ..... 2023

**SIGNATURE WITH SEAL OF THE BANK**



**Corrigendum No. BEPC/FLN-SK/2023/7528... Date 08.12.2023**

e-Tender Reference No. BEPC/FLN-SK/2023/7315, Dated 18.11.2023

(e-Tender ID : 47800)

इस कार्यालय के द्वारा प्रकाशित e-Tender Reference No. BEPC/FLN-SK/2023/7315, Dated 18.11.2023 (e-Tender ID : 47800) के आलोक में निर्गत Corrigendum No. BEPC/FLN-SK/2023/7528, Dated 04.12.2023 में कतिपय त्रुटियों के दृष्टिपथ RFP/Corrigendum के संगत कंडिका को निम्नवत् संशोधित किया जाता है :-

Sl.	RFP Clause/ Corrigendum Ref. No.	Details in RFP	Amendment in Corrigendum No. 7528 Dated 04.12.2023	Amendment or Corrections as on 08.12.2023.
1.	EMD (Corrigendum General Query Sl. 1)	Validity of EMD	Please read Validity of EMD will be 31.03.2023.	Please read Validity of EMD will be 31.03.2024.
2.	RFP Page No. 28 Item No. 5 (Corrigendum No. 7528 Dated 04.12.2023 - Specification Related Queries Sl. 1)	Charts (11 X 27 Single Side 300 GSM)	Charts (19 X 27 Single Side 300 GSM)	Please read Charts (19" X 27" Single Side 300 GSM)
3.	RFP Page No. 24 Literacy Tools - Item No. 2 (Corrigendum No. 7528 Dated 04.12.2023 - Specification Related Queries Sl. 7)	तुकांत शब्द 20 Words on A4 size Laminated card /	Please read तुकांत शब्द Cardboard jigsaw puzzle on laminated card ((A3 Size Both Side 300 GSM)	Please read तुकांत शब्द A3 Size 300 GSM laminated card (Both Side)

शेष यथावत रहेंगे।

*Sanjay Kumar*  
8/12/23  
(संजय कुमार)

राज्य कार्यक्रम पदाधिकारी (प्र०),  
बिहार शिक्षा परियोजना परिषद्