

RFP Reference No. BEPC/PPK/2024/.....⁴³³² Dated: 16.11.2024



Request for Proposal (RFP)
For

Supply of Pre-Primary Kit for Government Schools in Bihar

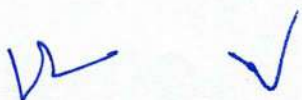
Bihar Education Project Council
2nd/3rd Floor, Shiksha Bhawan,
Bihar Rashtrabhasha Parishad Campus,
Saidpur, Rajendra Nagar, Patna - 800 004 (Bihar)

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DISCLAIMER

1. While this Request for Proposal document ("RFP") has been prepared in good faith, neither Bihar Education Project Council (BEPC), GoB nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
2. This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct their own investigations and analysis and check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources
3. Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
4. BEPC, GoB may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. BEPC, GoB reserves the right to waive any irregularity in the proposal (RFP) and the BEPC, GoB makes it clear that the RFP is not an offer/ Agreement.
5. Neither the BEPC, GoB nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any other information supplied by the BEPC, GoB or their employees or consultants or otherwise arising in any way from the selection process for the award of the Agreement for the Project.
6. BEPC, GoB is not bound to accept any or all the Proposals. BEPC, GoB reserves the right to reject any or all 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.



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Glossary

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

Schedule of Bid Process

SL	Information	Details
1	RFP Issuing Authority	State Project Director, Bihar Education Project Council (BEPC)
2	RFP No. and Date of availability	RFP Reference No. BEPC/PP KIT/2024-25/ ⁴³³², Dated 16.11.2024. Available for download from 18/11/ 2024, 11:00 AM onwards till 09/12/2024, 4:00 PM on e-proc-2 website
3	Last date for submission of written queries for clarifications	23/11/2024, 5:00 PM Email: ssabihar@gmail.com
4	Date of pre-bid conference	25/11/ 2024, 12:30 PM at https://us02web.zoom.us/j/81546272058?pwd=SllzRzhiVHVCVTg4NFQ5MTZMMWY5UT09 Meeting ID: 815 4627 2058 Passcode: abc123 Virtual Mode e-mail: ssabihar@gmail.com
5	Release of response to clarifications	27/11/2024, 5:00 PM
6	Last date of submission of bid	09/12/2024, 4:00 PM
7	Last date of submission of Hard copy of BG and Samples at BEPC	09/12/2024, 4:00 PM
8	Opening of Technical Bids	09/12/2024, 4:30 PM
9	Opening of Financial Bids	To be intimated
10	Contact person for queries	The State Project Director, Bihar Education Project Council, Shiksha Bhawan, Bihar Rashtra Bhasha Parishad Campus, Saidpur - 800 004. e-mail : ssabihar@gmail.com

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1. REQUEST FOR PROPOSAL

State Project Director, Bihar Education Project Council, Patna invites Bid for "Supply of Pre-primary Kit for 4705 Government Schools, where AW Centre are co-located across the Bihar" 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 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 of Pre-primary Kit for 4705 Government Schools in Bihar. Details about the items contain in the Kit and tentative number of items along with specifications are given in Annexure-I.

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3. INSTRUCTIONS TO BIDDERS

3.1 SUBMISSION PROCEDURE

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

3.2 NUMBER OF PROPOSALS

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

3.3 PROPOSAL PREPARATION COST

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

3.4 RIGHT TO ACCEPT OR REJECT

- a) The BEPC, GoB may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- b) Notwithstanding anything contained in this RFP, the BEPC, GoB reserves the right to



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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.

- c) BEPC GoB reserves the right to reject any Proposal if, at any time, a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

3.5 CLARIFICATIONS

A prospective Bidder requiring any clarification on the RFP must notify the BEPC, GoB in writing to The State Project Director, Bihar Education Project Council, GoB within such date as specified in RFP Time Schedule. At its sole discretion, BEPC, GoB will upload its response to such queries on the website <https://www.bepcssa.in> www.eproc2.bihar.gov.in. Bidders requiring specific points of clarification may communicate with the BEPC, GoB during the specific period using the following format. The queries can be submitted by email at ssabihar@gmail.com with name of assignment as the subject, in the following format:

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

3.6 AMENDMENTS TO RFP

At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, BEPC, GoB may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted on the website <https://www.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.

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3.7 LANGUAGE AND CURRENCY

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

3.8 VALIDITY OF PROPOSAL

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

3.9 BID SECURITY

- a) Bidders shall submit, along with their Bids, EMD of INR 15 Lakh (Fifteen Lakh only) in the form of Bank Guarantee issued by any Scheduled bank. EMD will be valid till 31.12.2024. (Bank Details: State Project Director - BEPC, A/c No. 245001000002776, IFSC Code - IOBA0002450)
- b) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- c) Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
- d) The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between the Department of Education, GoB and the Successful Bidder.
- e) The bid security of the successful bidder will be returned to the successful bidder on the submission of the Performance Security as specified in the RFP document.
- f) The Bid Security shall be forfeited in the following cases:





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

3.10 BIDDER'S RESPONSIBILITY

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

3.11 CORRESPONDENCE/ ENQUIRY

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

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





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3.12 FORMAT AND SIGNING OF PROPOSAL

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

3.13 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL

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

3.14 PROPOSAL DUE DATE

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

3.15 TEST OF RESPONSIVENESS

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

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

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- d) Submitted without the documents requested in the checklist.
 - e) Have non-compliance of any of the clauses stipulated in the RFP.
 - f) With lesser validity period.
- All responsive Bids will be considered for further processing. The BEPC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.
 - BEPC, GoB reserves the right to seek clarification or reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Department of Education, GoB in respect of such Proposal.

3.16 CONFIDENTIALITY

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

3.17 CLARIFICATIONS

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

3.18 PROPOSAL EVALUATION

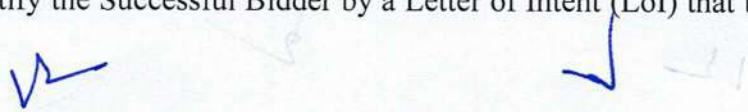
The Qualification Submissions of the Bidders would be checked for responsiveness with the requirements of the RFP and shall be evaluated as per the Criteria set out in this RFP

3.19 DECLARATION OF SUCCESSFUL BIDDER

After the Proposal of the tenderer technically qualified with LCS (Least Cost Based Selection) criteria, BEPC, GoB shall declare the tenderers as the successful bidders.

3.20 NOTIFICATIONS

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



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been accepted.

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

- a) BEPC, GoB reserves the right to accept or reject any or all the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, without liability or any obligation for such acceptance, rejection or annulment.
- b) BEPC, GoB reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c) BEPC, GoB reserves the right to reject any Proposal if at any time:
 - A material misrepresentation made at any stage in the bidding process is uncovered; or
 - The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then BEPC, GoB reserves the right to:

- 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 07 days of award of Letter of Intent (LOI)**. PBG will be valid till 31.03.2025.
- 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.

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4. CRITERIA FOR EVALUATION

4.1 TECHNICAL QUALIFICATION CRITERIA

A bidder participating in the bidding process shall possess the following minimum qualification/eligibility criteria. Any bidder failing to meet the stated criteria shall be summarily rejected and will not be considered for financial evaluation.

SI	Conditions	Documents to be submitted
1	The Manufacturer/OEM/Bidder should be a Company registered under Indian Companies Act 1956/2013/ Proprietorship/ Partnership Firms and must be at least five years old entity. The Bidder should have the following Registrations: PAN Number GST Registration Note: Consortium in any form is not allowed.	a) Certificate of Incorporation b) GST certificate c) Copy of PAN
2	The bidder should have average annual turnover of INR 5 (Five) Crores in the three financial years ended on 31/03/2024 during last five years i.e. 2019-20 to 2023-24 .	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).	Copy of Balance Sheet and CA Certificate with 18 digit UDIN number.
4	The Bidder must have a valid certificate: ISO 9001 -2015	Copy of Valid certificates in the name of Bidder.
5	The manufacturers/OEMs must have past experience with similar requirement and supply of pre-primary kit at any State Government Schools/ Private Schools affiliated with CBSE/ICSE Board in at-least 1000 centre/schools. or The bidder should have supplied similar nature	The manufacturers/OEMs must submit the copy of Work Orders along with Work Completion Certificates.

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	Kits/ Items to Govt. institutions/ Govt. Departments worth 5 Cr in a single supply order in any one of the last 3 financial years.	
6	The Bidder must not have been blacklisted for fraudulent practices by any of its clients, Central Government / State Government / UT Government / Government Undertakings / University / Educational Institutions / Government Bodies / PSUs in India as on the Date of submission of the bid .	Self-Declaration (Refer Format Annexure-3)
6	Consortium & Sub-Contracting are not allowed under this assignment	

4.2 Sample Evaluation Criteria

Only those bidders who qualify in above technical qualification criteria will be considered for sample evaluation. During the process of evaluation of the sample, at-least 75% items must be acceptable. If 75% of the sample items not acceptable, then bidder/bidders will disqualify in technical evaluation criteria.

If at least 75% sample items are found acceptable, then bidder will give an option to replace the non-acceptable sample items (up to maximum 25% sample items) within 5 working days as suggestions given by expert committee of BEPC.

After the final acceptance of 100% sample or bidders whom qualify in demonstration of sample, will finally qualify for the financial bid evaluation.

Note: -

- Samples (i.e. 2 Sets consisting of all items) shall be sealed and separately submitted by the bidder on or before bid submission date and time.

4.3 Financial Bid Evaluation

- Only those bidders, who qualify in the technical qualification criteria and final acceptance of 100% sample items, will qualify for the evaluation of their commercial bids.

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- The Financial bids of 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".
- Bidders will quote item wise rates (all items) in BOQ, if there is no price quoted for any item/items/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 on L1 rate among L1 & L2 or L1, L2 & L3 bidder and so on.
- Local purchase preference policy may be considered for manufacturing unit established within State. If local manufacturing unit not available or not participated in this bid process, order will be placed to qualified bidder.

4.4 AWARD OF CONTRACT

- a. The Authority will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid on the basis of LCS evaluation.
- b. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.
- c. BEPC, GoB shall notify the successful bidder in writing that the proposal has been accepted.
- d. An agreement shall be signed between BEPC, GoB and the selected bidder's laying down the conditions of work, payment etc.
- e. Letter of Intent award and its acceptance by the selected bidder shall constitute a legal binding between BEPC, GoB and the selected bidder till such time the contract agreement is signed.



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- f. The EMD of unsuccessful candidate will be returned within 15 days of selection of the Agency.

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 38 district headquarter offices of Education Department across the Bihar, or any of the locations as per the requirement within Bihar. BEPC shall made available the details regarding all 38 destination point with Nodal Officer name and contact number where selected agency shall supply the pre-primary kit.
- II. Timeline for the supply is 90 days from the date of issue of Letter of Intent (LoI).
- III. 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.
- IV. Item wise Price along with total price per kit/school shall be quoted in BOQ chart as indicated in the technical specifications.
- V. Detailed specifications are followed in Annexure 1.
- VI. 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.
- VII. BEPC, GoB reserves the right to accept or reject any or part of offers without assigning any reasons.
- VIII. The supply of pre-primary kit should be done within 90 days from the date of issuance of LoI and incase of any delay in delivery, penalty will be charged as per rules. However, bidder will arrange the inspection of materials as early as possible to get Delivery Certificate on satisfactory pre-delivery inspection report.
- IX. The quantity of items can be increased or decreased as per our requirements.
- X. The supply of pre-primary kit shall be carried out strictly in accordance with the terms & conditions and specifications as stipulated in the tender, in the approved workman like manner and as per standard practice. Materials supplied shall be of high quality.

5.1 PROJECT DURATION AND RESOURCE DEPLOYMENT

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

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

5.2 PAYMENT SCHEDULE AND PENALTY

Payment will be released after the satisfactory receipt of material at block level offices. BEPC will provide the details of locations for supply and designated the Nodal person.

If the selected bidder fails to perform services within the stipulated time schedule, the BEPC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquated damages, a sum equivalent to 1.0 % per week of the undelivered items.

However, supply of at-least 20% quantity of pre-primary kit against the purchase order will be completed and submission of bill along with delivery challan, the payment of 75% amount against that bill amount shall be released. Rest 25% amount will be paid after completion of 100% work.

Note:

1. Payment will be as per GFR.
2. All payment to the Agency will be made in Indian Rupees.
3. GST component shall be paid as applicable and as per actuals.
4. No advance payment will be made.
5. For facilitating Electronic Transfer of funds, the selected Agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Agency.

6. Dispute Resolution

- a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.

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

7. Termination & Blacklisting

- I. The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 15 days written notice of termination to Second Party.
 - a) If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 15 days.



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- b) If the vendor becomes insolvent or goes into compulsory liquidation
 - c) If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
 - d) If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
 - e) If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
 - f) If the vendor fails to provide Quality services as envisaged under this Agreement.
 - g) Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Department.
 - h) Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
 - i) Failure to abide by any lawful directions of the Department.
- II. **Penalties:** - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty
- III. **Termination Payments:** - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter
- IV. **Blacklisting without termination:** - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.
- V. **Foreclosure with Mutual consent:** -
- a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
 - b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
 - c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
 - d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.

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- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

VI. Transition and Exit Plan:

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

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

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

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



ANNEXURE 1:

Technical Specifications

Package I: Pre-primary Kit: Child Friendly Furniture @ Rs. 20,000/-

SI.	Details of Items	Technical Specifications	Weight	Remarks
1	Small Table a. Wood board/Ply board b. Plastic	Multicolor Plastic table for kids made out of virgin HDPE Plastic. The Top of the table should be of size Approx. L61.2× w 61.2×Thickness 4 cm and should be connected to an interlocked pair of plastic legs. Plastic Leg giving the table a wide and stable support. The table legs should be fixed on the table top without any extra fixtures.	Approx. 5.0 kg or higher	High quality material & no sharp edge.
2	Small Chair a. Wood board/Ply board b. Plastic	Stackable single piece Plastic molded kids sit on chair made of virgin poly propylene plastic. The Chair should have wide & strong base in shape of inverted V. The sitting area on the chair should have a 4 Rectangle holes of approx. 42mmx12mm (Tolerance ± 2%) so that water is not accumulated on it. The chair should have smiley face like kids. On the back of the seat there should be 2 big horizontal support rib. Size of chair L36xW35.5x49.5 cm (+/-2cm). The chair should be supplied in Bright colors. Chair should have a stress load capacity of 70Kgs. The chair should be supplied in Bright colors.	Approx. 950 gms or higher	High quality material & no sharp edge.
3	Carpet/Dari (20' x 15')	Size of carpet 20x 15 inch	5 Kg or higher	High quality material.
4	Small Shelf a. Wood board/Ply board b. Plastic	Approx. Depth 30 cm, Width 79cm & Height 80cm	6 Kg or higher	High quality material & no sharp edge.
5	Mat 10' x 1.5')	Eva mat size 10 x 1.5 inch	1 Kg or higher	High quality material.
6	Tub/Bins for storage (Plastic)	Dustbin made up of HDPE plastic through It should be made in 2 different color parts and the top part should be screwed on the base part without the help of screws. The base should resemble Rhino body holding on to a bin and the top part should resemble rhino face. Dustbin size Length 470mm, width 340 mm & Height 555mm.	Approx. 2.25 Kg or higher	High quality material & no sharp edge.

Note: All Items should be ISI certified.

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Package II: Pre-primary Kit: Outdoor Play Materials @ Rs. 20,000/-

Sl.	Details of Items	Technical Specifications	Weight	Remarks
1	Jhula Set (Plastic)	Garden slide & Swing for younger kids. It should be made of durable and non-toxic HDPE material, with a large capacity of up to 20KG. It should be multi-colour design. Dimension - L156x W161x H125 cm (\pm 4cm) Material- Plastic	16 Kg or higher	High quality material & no sharp edge.
2	See-Saw (Plastic)	Colorful kids seesaw Rocker will attract the kids to play with it, to balance skills and strengthening their muscles and for the effective physical development made of safe plastic and harmless to kids. It can be used by two kids with Metal back support with colorful and soft seat on Top of seating area Approx. 91.5cm x 29.5cm x 44cm Tolerance \pm 2%	2 Kg or higher	High quality material & no sharp edge.
3	Soft ball (Small)	Plastic Balls with multicolor with a size 6.5cm (Tolerance \pm 2%) with smooth edges made of nontoxic material.	10 gms or higher	High quality material & no sharp edge.
4	Soft Ball (Big)	Size of soft ball is 10cm. Multicolor ball for kids	15 gms or higher	High quality material.
5	Slider (Plastic)	Giraffe shape slide come with 4 step (4 Stair in Corporate and properly fixed on Side Panel) Side panel connected to through appropriate arrangement – Stair panel connected to wide base – also ground clearance provision for safe landing of kids, slide ladder made of virgin grade non-toxic polypropylene plastic. Overall length 123cm, width 52cm and height 90cm (\pm 2cm)	8 Kg or higher	High quality material & no sharp edge.
6	Weight Machine	The weight machine 100Kg Capacity Weight Machine is a sturdy, reliable scale that's perfect for weighing large objects up to 90Kg. The machine features an undercarriage tray to catch weights and has a high level of accuracy. The Wight machine comes with a large digital display that has a capacity of up to 100Kg. The device also features an automatic zeroing system that is used to reset the scale to zero after you have finished using it.	1 Kg or higher	Good product.
7	Plastic bat-ball	Bat size: 46 x 7.1 x 4.5 cm Wicket:- Length 340 mm, Dia- 27.9mm Ball: 1 Nos. Ball Dia- 49.9mm	600 gms or higher	High quality material & no sharp edge.

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		Base size:- 173x73x34 mm Package:- 1 Plastic Bat , 1 Ball 3 wickets 2 Bails and 1 base.		
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Note: All Items should be ISI certified.

Package III: Pre-primary Kit: Supporting Reading Materials @ Rs. 15,507/-

Sl.	Details of Items	Technical specifications	Remarks
1	Picture Flash Card (Hindi Alphabets, English Alphabets (Capital & Small), Numbers, Birds, Animal (Pet & Wild), Fruit, Vegetable, Colour & Shapes etc	Size : 4" x 5.5" Printing : Both sides in four colours Paper - 250 GSM Art Card with both sides laminated Box (to keep one set) : 250 GSM Duplex, printing in 4 colours, laminated	
2	Picture Posters (Body part, Good habits, Flowers, Alphabet (Hindi & English), Numbers etc.	Size : 19" x 29" Printing : In four colours, offset printing Paper - 350 GSM SBS Board, Front gloss lamination	
3	Pictorial Big Book	Size : 11" x 17" No. of pages : 16 (Sixteen) Paper - Inside : 170 GSM Art Paper, Cover : 300 GSM Duplex with gloss lamination Printing : In four colours, offset printing Binding : Paperback, Centre Stitch	
4	Laminated Board Books (Small)	Size : 5.5" x 8.5" No. of pages : 16 (Sixteen) / 08 Leaves Paper - 250 GSM SBS Board with gloss lamination on all pages Printing : In four colours, offset printing Binding : Hardbound	
5	Slate with chalk	Slate Size 8" x 10" Chalk Quantity – 10 Pieces Coloured & Dustless Non toxic, Non soiling	

ANNEXURE 2: LETTER OF SUBMISSION

(On the letterhead of the bidder)

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

Sub: - Letter of Submission for Supply of Pre-primary Kit for Government Schools in Bihar.

Ref: - -----

Sir,

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

We hereby agree and undertake as under:

- a. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
- b. This Proposal is valid till (90 days from the Proposal Due Date). RFP can be download from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/- and processing fee of Rs. 590/-. The fees will have to be paid through online on the above mentioned website. Proposal received without or with inadequate RFP document fees shall be rejected.
- c. Bidder shall submit, along with their bids, EMD of Rs. XXXXXX crores (XXXXXXX crores only) in the form of Bank Guarantee issued by the Schedule Bank, in favor of the "State Project Director, Bihar Education Project Council (IFSC Code IOBA0002450).
- d. That as on the date of submission of this tender, there is no blacklisting order that bars us from working with any Government Agency / Department on account of deficiency in service.

Name of the Bidder

Date: -

Signature of Authorized Signatory



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ANNEXURE – 3: 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

Sub: - RFP for Supply of Pre-primary Kit for Government Schools in Bihar.

Ref: - -----

Sir,

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

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

Our Financial Quote for supply of pre-primary kit for Government schools is INR (in figures) XXXXXXXXXXXX (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.

Name

Name of the Firm/Agency

Designation and Address

Mobile and Email

Sincerely,

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

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**ANNEXURE – 4 : Financial Bid Format
Supply of Pre-Primary Kit for Government Schools in Bihar**

S. No	Particulars	Rate per School	GST	Total Price Per School Including GST
		A	B	C = A+B
1	Package I: Pre-primary Kit: Child Friendly Furniture			
2	Package II: Pre-primary Kit: Outdoor Play Materials			
3	Package III: Pre-primary Kit: Supporting Reading Materials			

Note:

— GST shall be payable at prevailing rates.

