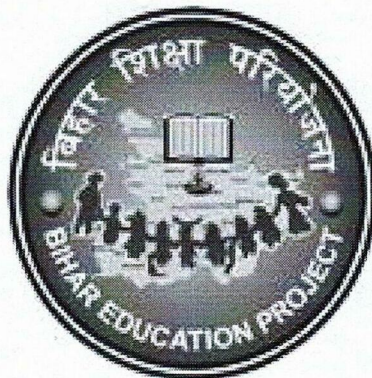


RFP Reference No: BEPC/D-Cell/2025-26/.....³⁴⁷²....., Dated ..²⁶...../07/2025



REQUEST FOR PROPOSAL (RFP)

for

**Selection of Agencies for Setup of District Cell – eShikshakosh in the
office of District Education Officer of 38 districts of Bihar**

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

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DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the BEPC, Education Department the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Purchaser in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Purchaser, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or

completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Purchaser is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Abbreviations & Definitions

S. No.	Terms	Definition
1.	Authorised 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 or the Board Resolution mentioning the "name of the Authorised Signatory "of the respective Bidding firm.
2.	Bid Document	Documents issued by the procuring entity, including any amendments there to, that set out the

S. No.	Terms	Definition
		terms and conditions of the given procurement and includes the invitation to bid.
3.	Bid Security	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.
4.	Bidder / Agency / Firm /Supplier	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
5.	Committee	Committee constituted by BEPC, Education Department for evaluation of Technical Proposals
6.	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.
7.	Contract Price	Price payable to the firm/company on the panel of BEPC, Education Department under the Contract for the complete and proper performance of its contractual Obligations
8.	Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
9.	Day	A calendar day as per GoB /GoI
10.	DoE	Department of Education, Bihar
11.	Effective date	The date on which the contract comes into force and effect
12.	EMD	Earnest Money Deposit
13.	GCC	General Conditions of Contract

S. No.	Terms	Definition
14.	GoB	Government of Bihar
15.	GoI	Government of India
16.	GST	Goods & Service Tax
17.	ICT	Information and Communications Technology
18.	INR	Indian National Rupee
19.	IT	Information Technology
20.	PAN	Permanent Account Number
21.	PBG	Performance Bank Guarantee
22.	Personnel/ Resources	Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof.
23.	Proposal	Proposals submitted by bidders in response to the RFP issued by BEPC, Education Department for selection of firm/company
24.	Purchaser/ Authority	BEPC, EDUCATION DEPARTMENT, Government of Bihar
25.	WO/PO	Work Order/ Purchase Order
26.	Working Days	Working days is defined as working days as per Government of Bihar and working hours are defined as 09:30 hours till 18:00 hours IST. But in urgency and completion of any assigned task timing may be vary.




Fact Sheet**Important Dates & Information**

Department Name	Bihar Education Project Council (BEPC), Education Department, Government of Bihar
Address & Phone Number	2nd-3rd Floor, Shiksha Bhawan, Bihar Rashtra bhasha Parishad Campus, Saidpur, Patna - 800 004 (Bihar)
Name of Work	Selection of Agencies for Setup of District Cell – eShikshakosh in the office of District Education Officer of 38 districts of Bihar
Project Duration	12 Months
Method of Selection	L1
Tender Currency	INR
Joint Venture/Consortium	Not Allowed
Bid Document Fee (Non-refundable)	INR 11800/- (INR Eleven Thousand Eight Hundred Only)
Tender Processing Fee (Non-refundable)	INR 590/- or as reflected on eproc2 portal
Bid Security/EMD	INR 5,00,000/- (INR Five Lakhs Only)/ Per Zone in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank and drawn in favour of SPD, BEPC, Education Department, Bihar.
Performance Bank Guarantee (PBG)	5% of the total contract value within 21 days from date of issuance of work order

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Portal for downloading tender documents and proposal submission	The tender is available and downloadable on e-Tendering website: www.eproc2.bihar.gov.in All subsequent changes to the bid document shall be published on the above website.
E-mail Address for Pre-bid and correspondence	etenderbepc@gmail.com
Last Date & Time for Receipt Pre Bid Quarries	04/08/2025 3:00 PM
Date & place of Pre bid meeting	04/08/2025, 12:30 PM through online mode Google Meet joining info Video call link: https://meet.google.com/tnt-yoeekzs e-mail: etenderbepc@gmail.com
Last Date & Time for online Bid Submission	21/08/2025 5:00 PM
Date and Time of Opening Technical Bid (on Line)	21/08/2025 5:00 PM
Date and Time of Opening Financial Bid	To be informed later
Bid Validity Period	180 days
Officer Inviting Bids	Mr Sanjay Kumar

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

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1. Introduction

The BEPC, Patna is implementing a transformative digital governance initiative in school education titled E-Shikshakosh — a centralized digital platform designed to enable real-time monitoring, transparency, and data-driven decision-making. The platform captures and integrates key indicators such as student and teacher attendance, school infrastructure, academic performance, mid-day meals, book distribution, and grievance redressal.

To support the effective implementation of E-Shikshakosh at the state level, the Department has already established a Project Management Unit (PMU) at the headquarters. However, field-level execution requires decentralized and continuous support for data capture, validation, analysis, and monitoring to ensure accuracy, accountability, and timely interventions.

In this context, it has been recognized that a dedicated technical support structure is essential at the district level to ensure consistent performance, troubleshoot operational challenges, and drive on-ground implementation. Hence, the BEPC, Patna has decided to establish District Cell - eShikshakosh in all 38 districts of Bihar.

These District Cells will be embedded within the District Education Offices and will be staffed with professionals such as **District Implementation Lead, Data Analyst. Assistant Data Analyst and Data Entry Operator**. The cells will facilitate seamless coordination between schools, blocks, and the state PMU, enabling granular monitoring and improved governance outcomes.

This Request for Proposal (RFP) invites reputed agencies to deploy qualified personnel to operationalize these District Cells effectively. For this purpose, **agencies** will be selected through a competitive bidding process — one for each geographical zone as defined below:

ZONE	DISTRICTS
ZONE-I: Central Zone	Bhojpur, Buxar, Kaimur, Nalanda, Patna, Rohtas, Gopalganj, Saran, Siwan, Darbhanga, Madhubani, Samastipur

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ZONE-II: South Zone	Arwal, Aurangabad, Gaya, Jehanabad, Nawada, Begusarai, Jamui, Khagaria, Lakhisarai, Munger, Sheikhpura, Banka, Bhagalpur
ZONE-III: North Zone	Araria, Katihar, Kishanganj, Purnea, Madhepura, Saharsa, Supaul, East Champaran, Muzaffarpur, Sheohar, Sitamarhi, Vaishali, West Champaran

Methodology for Selection

Zone - I: Central Zone

- The financial bids of all technically qualified bidders will first be opened for **Zone - I (Central Zone)**.
- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - I will be selected for award of contract in this zone.
- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

Zone - II: South Zone

- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - II will be selected for this zone.
- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

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Zone - III: North Zone

- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - III will be selected for this zone.
- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

1.1. Project Objectives

To select eligible agencies to deploy qualified personnel in the following roles in each District:

- **District Implementation Lead**
- **Data Analyst**
- **Assistant Data Analyst**
- **Data Entry Operator**

These personnel will support the District Education Office in real-time monitoring, technical operations, grievance tracking, and reporting of various modules of E-Shikshakosh.

- To operationalize fully functional Monitoring Cells in each district to support the implementation of the E-Shikshakosh platform.
- To ensure timely and accurate data reporting from all blocks and schools using digital tools.
- To provide decentralized technical, analytical, and operational support to district and block-level education administration.
- To enhance transparency, accountability, and responsiveness of the school education system through digital monitoring.



2. General Terms, Conditions & Provisions

2.1. General Instructions

2.1.1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

2.1.2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

2.1.3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

2.1.4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.2. Conflict of Interest

2.2.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

2.2.2. The Purchaser requires that the Selected Bidder provides solutions which at all times hold the Purchaser's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future



work. The Selected Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

2.3. Corrupt and Fraudulent Practices

2.3.1. The Purchaser will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

2.3.2. For the purposes of this provision, the terms are set forth as follows:

- “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- “Coercive Practice” is impairing or harming, or threaten to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- “Obstructive Practices” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to The Purchaser in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practice; and or threaten, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

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2.4. Completeness of Response/ Compliant Proposals

2.4.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.4.2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFP;
- Follow the format of this RFP and respond to each element in the order as set out in this RFP
- Comply with all requirements as set out within this RFP.

2.5. Proposal Validity

2.5.1. The Bidder's Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the Purchaser as non- responsive bid.

2.5.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e., EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

2.5.3. If the client finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Cell shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

2.6. Extension of Validity Period

2.6.1. The Purchaser will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, The Purchaser

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may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.

2.6.2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Experts.

2.6.3. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

2.7. Confidentiality

2.7.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact The Purchaser on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

2.7.2. Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal

2.7.3. Notwithstanding the above provisions, from the time of the Proposals, opening to the time of Contract award publication, if a Bidder wishes to contact The Purchaser on any matter related to the selection process, it should do so only in writing.

2.8. Amendment to "RFP"

2.8.1. At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the Purchaser may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the "RFP" document by the issuance of Addendum/ Amendment and posting it on the Official Website or procurement portal. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Purchaser may, in its sole discretion, extend the Proposal Due Date.

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2.9. Governing Law

2.9.1. The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna Court.

2.10. Force Majeure

2.10.1. Definition of Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

2.10.2. Force Majeure events

A Force Majeure shall include, without limitation, the following:

war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague; earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

2.10.2.1. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

2.10.2.2. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

2.10.2.3. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon



its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under this Clause.

2.10.2.4. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

- constitute a default or breach of the Contract;
- give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance,

if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.10.2.5. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

2.10.2.6. In the event of termination pursuant to Clause 2.13, the cessation of rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.

2.10.2.7. Notwithstanding Clause 2.10.2.4., Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

2.11. Blacklisting & Termination Clause

2.11.1. Termination and blacklisting for Default

2.11.1.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part followed by blacklisting from the BEPC, Education Department provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach.

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2.11.1.2. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by The Purchaser; or;

2.11.1.3. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or;

2.11.1.4. If the selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract, or;

2.11.1.5. If the selected bidder commits breach of any condition of the contract; or;

2.11.1.6. If The Purchaser terminates the contract in whole or in part, amount of PBG may be forfeited. The decision of The Purchaser will be final and conclusive in this regard.

2.11.2. Termination for Insolvency

2.11.2.1. The Purchaser may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to The Purchaser.

2.11.3. Termination for Convenience

2.11.3.1. The Purchaser, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for The Purchaser's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

2.11.3.2. In such case, The Purchaser will pay for all the pending invoices as well as the work done till that date by the Bidder.

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2.11.3.3. In addition to above clause, The Purchaser will compensate the Selected Bidder with 30 days of Fee (Remunerations).

2.11.3.4. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

2.11.3.5. Limitation of Liability- In no event shall either party be liable for consequential, incidental, in direct, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

2.11.4. Termination by The Purchaser

2.11.4.1. The Purchaser may at any time terminate the Contract by giving a written notice of at least thirty (30) days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The Selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Purchaser may have subsequently granted in writing;
- The Selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- The Selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- The Selected Bidder submits to the Purchaser a statement which has a material effect on the rights, obligations or interests of the Purchaser and which the Selected Bidder knows to be false;



- Any document, information, data or statement submitted by the Selected Bidder in its Proposals, based on which the Selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or
- As the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the Govt. of Bihar would like to terminate the contract for reasons not attributable to the Selected Bidder's performance, they will need to clear all invoices for the Selected Bidder services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for total project duration.
- If the Govt of Bihar would like to terminate the contract for reasons attributable related to the Selected Bidder, the government will give a rectification notice for 3 months to the Selected Bidder in writing with specific observations and instructions.\

2.11.5. Termination by Selected Bidder

2.11.5.1. The Selected Bidder may, by not less than three (03) months written notice to the Purchaser, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The Purchaser is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Selected Bidder may have subsequently agreed in writing) following the receipt by the Purchaser of the Selected Bidder's notice specifying such breach;
- If there are more than 2 unpaid invoices and Purchaser fails to remedy the same within 45days of the submission of the last unpaid invoice.
- As the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- The Purchaser fails to comply with any final decision reached as a result of arbitration.



2.11.6. Payment upon Termination

2.11.6.1. Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by Purchaser to the Selected Bidder within 30 days of the contract termination.

2.12. Suspension

2.12.1. The Purchaser may, by written notice of suspension to the Selected Bidder, without any obligation (financial or otherwise) suspend all the payments to the Selected Bidder here under if the Selected Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

- Shall specify the nature of the breach or failure, and
- Shall provide an opportunity to the Selected Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Selected Bidder of such notice of suspension.

2.13. Cessation of rights and obligations

2.13.1. Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- Such rights and obligations as may have accrued on the date of termination or expiration,
- The obligation of confidentiality set forth in RFP.

2.14. Cessation of Services

2.14.1. Upon termination of this Agreement by notice of either Party to the other the Selected Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.



2.15. Disputes Resolution

2.15.1. Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to Purchaser, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

2.16. Arbitration

2.16.1. In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by The Purchaser and other appointed by Selected Bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.

2.16.2. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

2.16.3. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

2.16.4. When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

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2.17. Liquidated Damages

2.17.1. Except as provided under clause "Force Majeure," if the selected bidder fails to deliver Services within the period specified in the Contract, The Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified as in this document for delay until actual delivery, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, The Purchaser may terminate the Contract pursuant to clause "Termination."

2.17.2. In addition to penalties mentioned, any written instruction by The Purchaser not being complied to by the bidder and amounting to gross misconduct shall also amount to penalty and an appropriate deduction may be charged from the related invoice (of that quarter) as per the discretion of The Purchaser.

2.17.3. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.

2.17.4. Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder.

2.17.5. The selected bidder shall request in writing to tendering The Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained

2.17.6. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.

2.17.7. If The Purchaser agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter

shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of service.

2.17.8. It shall be at the discretion of the Purchaser to accept or not to accept the supply of services rendered by the Selected Bidder after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The Purchaser shall have right to cancel the contract with respect to undelivered service.

2.17.9. If The Purchaser is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period.

3. Terms of Reference

3.1. Detailed Scope of Work

District Cell-eShikshakosh will be established in DEO offices of all 38 districts of Bihar. These cells will serve as the backbone of district-level, technical support, and real-time system supervision. The Monitoring Cells will act as a bridge between schools, district education offices, and the state-level program management team. The selected agency shall be responsible managing a “District Cell-eShikshakosh” in each of the 38 districts of Bihar. Each cell will function as a block -level unit for real-time monitoring and reporting of key school indicators under E-Shikshakosh and allied digital platforms of the BEPC, Education Department.

3.2. Manpower Deployment Structure

The following personnel will be deployed in each district:

Sr No	Resource Profile	Minimum Education Qualification	Minimum Experience	Monthly Remuneration including all charges except Service Charge of the Agency

1	District Implementation Lead	B.E/ B.Tech / MCA MBA/ PGDM/ MSW/ Master's in Rural Development/ Master's in Public Administration/ Development Studies/ Governance and Public Policy/ Rural Management/ Planning/ Sustainable Development	<ul style="list-style-type: none"> • Minimum 5 years of experience with BE/B.Tech/MCA or • Minimum 3 years of experience with other Master degree as mentioned in qualification • Experience in project management with any Govt. or recognised Private organization 	45000
2	Data Analyst	B.E./ B. Tech/ MCA	<p>Minimum 3 years of experience as Data Analyst, Database Manager, Dashboard Development, MIS with any Govt. or recognised Private organization</p> <p>Knowledge of SQL, Python will be an added advantage.</p>	40000
3	Assistant Data Analyst	B.E./ B. Tech/ MCA	Minimum 2 years of experience as Data Analyst, MIS with any Govt. or recognised Private organization	35000
4	Data Entry Operator	Min (10+2)/12 th Pass or equivalent Graduation having in any discipline form recognised Institution.	<p>Minimum: One months experience in data entry</p> <p>Typing speed in English at least 40 words per minute and Hindi at least 30 words accuracy</p>	20000

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1. The above requirement is indicative, and the actual number may increase, or decrease based on the requirement of the Department. This manpower will be deployed in phased manner depending upon the work.

2. Work will be awarded Zonal wise with below methodology.

Zone - I: Central Zone

- The financial bids of all technically qualified bidders will first be opened for **Zone - I (Central Zone)**.
- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - I will be selected for award of contract in this zone.
- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

Zone - II: South Zone

- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - II will be selected for this zone.
- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

Zone - III: North Zone

- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - III will be selected for this zone.

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- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

3. Manpower needs to maintain attendance at the DEO and at the school buildings so that the Manpower who visits the school sends a confirmation of the same. Further, it shall ensure that these biometric devices can be integrated with the software deployed by the Department.

4. The bidder shall ensure that staffs deployed at the district should behave in a courteous manner. The bidder shall be held responsible for any loss or damage to the Department's property because of deployed Manpower.

5. The bidder shall ensure safety of their workers and others at site of work and shall be responsible for any consequence arising out of work.

3.3. Leave Entitlements:

The Manpower deployed under the District Cell - E-Shikshakosh shall be eligible to avail leave as per their respective organization's leave policy or District Calendar, subject to prior approval by the purchaser. In case of leave of more than 5 working days, the bidder shall provide suitable replacement for the duration.

3.4. Roles and Responsibilities:

The District Cell - eShikshakosh will:

- Provide real-time technical and analytical support to the district education administration.
- Facilitate accurate and timely data entry, validation, and reporting from schools.
- Strengthen district-level planning and response by providing data-driven insights.



- Improve accountability through regular performance monitoring and MIS reporting.
- Serve as the first line of response for technical issues, training, and coordination.

3.4.1 Setup and Staffing /Deployment

- Establish a fully functional monitoring cell in Blocks
- Deploy District Coordinator, Data analyst, Programmer in Blocks who are experience in digital platforms

3.4.2 Monitoring Responsibilities

Roll out the Implementation of Digital Initiatives of the scheme and Support the Other Application Technology Partners to smoother deployment of solution. At present the tentative scope will include:

- School Level Digital Activity Capturing
- Data Capturing about ongoing Activities under various Schemes
- Report the assigned activity on Frequency Basis decided by BEPC.
- Service Provider is restricted to capture the data and present the Dashboards as per Department Requirement
- Report if any abnormality found
- Roll out the other Scheme Implementation agencies for smoother execution
- Capture and Provide the Data such as students and Teachers Profiles for Other Agencies as on when required to implement the schemes assigned to such agencies upon BEPC approval.
- Run the Analytics at District level for assessment of ongoing Schemes

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3.5. Payment Terms

- For activities mentioned under “Scope of Work”, a monthly invoice will be generated and submitted within 20 days from the last working day of the current month along with a Monthly Status Report undertaken for the month, to the BEPC, Education Department, by Service Provider under E-Shikshakosh. Payment will be made within 15 days from the invoice date by the BEPC, Education Department, the invoice and/ or the deliverables will be deemed accepted by the BEPC, Education Department.
- All the payments shall be made in Indian National Rupee (INR) and shall be subject to applicable withholding taxes, if any.
- Project Duration: 12 Months
- The Purchaser may, with concurrence of the bidder, extend the Term for a period or periods of up to two (2) years.

4. Preparation & Submission of the Proposal

- Bidders should submit their responses as per the formats given in this RFP which is to be uploaded on the website www.eproc2.bihar.gov.in
- Please note that prices should not be indicated in the technical proposal but should only be indicated in the financial proposal.
- The submission of bid is to be made through www.eproc2.bihar.gov.in.
- 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 Bidder's Proposal.
- The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the authorised signatory of the Bidder.

4.1. Pre-bid Conference

- a. Purchaser shall hold a pre-bid meeting with the prospective Bidders as per information given in the Fact Sheet above.

b. The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) through email only as mentioned in the fact sheet above.

c. The e-mail should necessarily have subject as per the following nomenclature:

“Pre-bid Query – RFP BEPC, EDUCATION DEPARTMENT
{Company’s Name}”**

d. The queries should necessarily be submitted in the following format in both PDF and Editable MS-Word/ Excel File Format:

S. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			

e. Purchaser shall not be responsible for ensuring that the Bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

4.1.1. Pre-bid Queries and Corrigendum

a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

b. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

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- c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the www.eproc2.bihar.gov.in and emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.2. Right to Terminate the Process

4.2.1. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

4.2.2. This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

4.3. RFP document fees

4.3.1. The Bidder will download the RFP document(s) from the website www.eproc2.bihar.gov.in. **The bid fee of INR 11800/-** should be submitted online. The RFP document fee must be submitted with proposal. Proposals received without or with inadequate RFP document fees shall be rejected.

4.4. Tender Processing document fees

4.4.1. The bidder will have to pay a one-time Beltron Tender Processing Fee of INR 590/- or an amount reflecting on e-proc2 portal, to be submitted online. The Tender processing fee as reflecting on e-proc2 portal to be submitted in digital form.

4.4.2. This fee is mandatory to be paid through online mode i.e. Internet payment gateway (Credit/ Debit Card), Net banking, NEFT/RTGS.

4.5. Earnest Money Deposit (EMD)

4.5.1. Bidders shall submit an EMD of INR 5,00,000/- (INR Five Lakhs) only, **for each zone** they want to bid for in the form of Digital Payment /Bank Guarantee issued by an Indian Nationalized / Scheduled Bank and drawn in

favour of State Project Director , Bihar Education Project Council, Patna or to be paid online on www.eproc2.bihar.gov.in

4.5.2. If a bidder wishes to apply for more than one Zone, they must submit a separate EMD for each Zone.

4.5.3. EMD of all unsuccessful Bidders would be refunded by the Purchaser to the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee.

4.5.4. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

4.5.5. Proposals not accompanying the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

4.5.6. The EMD may be forfeited in the event of:

- A Bidder withdrawing its bid during the period of bid validity
- A successful Bidder fails to sign the subsequent contract in accordance with this RFP
- The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
- A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

4.5.7. No bidder(s) are exempted from submission of the EMD as mentioned in the tender document unless and other wise mentioned. Exemption to Micro and Small enterprises for submission of EMD as per GFR and BFR shall apply. Medium Enterprises shall not be given any exemption from submission of EMD. Tenders without EMD/Udyam Registration shall be summarily rejected.

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4.6. Performance Bank Guarantee

4.6.1. Within 21 days from the date of issuance of Letter of Invitation (LOI) from The Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee (PBG) of an amount equal to 5% of its Financial Proposal (i.e. 12 months project value), by way of DD/ Bank Guarantee issued by one of the Nationalized/ Scheduled Banks in India for the due performance of the Assignment. The Performance Bank Guarantee shall be for valid for the initial period of 12 months and has to be extended accordingly for extension of project, if any.

4.6.2. The PBG submitted will be for 12 months. However, in case of extension of project, above performance guarantee will have to be renewed for the extended period of the project and Maximum Project Period will be 36 Months. Upon completion of 36 months, the same may be extended along with contract as per BEPC requirement.

4.6.3. Refund of PBG: The PBG shall be refunded within two months from the date of successful completion of the assignment.

4.6.4. Forfeiture of PBG: PBG shall be forfeited in the following cases:

- When any terms and condition of the contract is breached.
- When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order
- The Resources must follow the working hours, working days and Holidays of Government of Bihar. However, resources shall be available on a holiday if so, is required by The Purchaser. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

4.6.5. Format of Performance Bank Guarantee (PBG) and Agreement: These will be shared at the time of issuance of LOI.

4.7. Proposal Preparation

4.7.1. 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 Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

4.7.2. Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.7.3. Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal.

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

4.8. Venue & Deadline for Submission of Proposal

4.8.1. Proposals, in its complete form in all respects as specified in the RFP, must be submitted online before the end time.

4.8.2. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

4.8.3. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

4.8.4. The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

4.8.5. The Purchaser reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

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4.9. Visibility, Format and Numbering of the uploaded document

4.9.1. The bidder shall ensure that the document uploaded on the e-procurement portal is clearly visible and downloadable.

4.9.2. The bidder shall ensure that the documents uploaded are correctly numbered so that any specific document can be easily and quickly found using the appropriate serial/page no. All documents shall only be uploaded in the formats mentioned here: PDF, MS Office, Compatibility Mode, and JPEG Format. The unsuccessful opening or downloadability of documents which are uploaded in any format other than those mentioned above shall not be entitled for any claim whatsoever.

4.9.3. No claims shall be entertained owing to issues of internet connectivity. The bidders are advised to upload the bid online well in advance of the deadline to avoid difficulties.

5. Evaluation and Qualification Criteria

5.1. Evaluation

5.1.1. Evaluation Process

- a. The Purchaser will constitute a committee to evaluate the responses of the Bidders (Proposal Evaluation Committee).
- b. The Proposal Evaluation Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence may lead to the Bidder's Proposal being declared non-responsive.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Proposal Evaluation Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.



- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. The evaluation would consist of following phases:
 - Phase I: Evaluation of Technical Qualification Criteria.
 - Phase II: Evaluation of Financial Bids (of only those bidders who qualify in the technical qualification criteria)
 - Phase III: Issuance of LOI to the L1 bidder with lowest quote among the technically qualified bidders. In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

5.1.2. Proposal Opening

- a. The Proposals submitted up to the last date and time mentioned above will be opened on the mentioned place, time and date by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening.
- b. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity for attending the opening of the Proposal.

5.1.3. Proposal validity

- a. The offer submitted by the Bidders should be valid for minimum period of 180 days from the last date of submission of the Proposal.





5.1.4. Award criteria

Below methodology will be adopted by the Purchaser to award the work zone wise:

Zone - I: Central Zone

- The financial bids of all technically qualified bidders will first be opened for **Zone - I (Central Zone)**.
- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - I will be selected for award of contract in this zone.
- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

Zone - II: South Zone

- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - II will be selected for this zone.
- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

Zone - III: North Zone

- The firm which has quoted the **lowest service charge (L1)** and is **ranked 1st** in Zone - III will be selected for this zone.
- In case **two or more bidders quote the same L1 rate**, the selection will be made through the bidder who secured highest marks in Technical

Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

- Note: The Contract shall be awarded on basis of Lowest cost Selection method. The contract shall be awarded to the best qualified responsive tenderer who have quoted lowest and agreed upon terms and condition set in tender document. Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer. The agency shall quote the service charges in line with resolution vide office memo M-4-06/2023/2988 dated 23.03.2023 issued by Finance Department, Govt of Bihar. **Any bidder violating the aforesaid circular issued by Finance Department, GOB shall be disqualified in financial bid and no further action in tender shall be carried out for that bidder** In case two or more bidders quote the same L1 rate, the selection will be made through the bidder who secured highest marks in Technical Qualification Criteria (Clause 5.2.2) will be declared as successful bidder. In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years. However, BEPC reserves the right limit one service provider to one zone for ease of operations for the same bidder need to submit consent if request made by BEPC.

The entire process of finalizing the tender shall strictly follow the **relevant provisions of the Bihar Financial Rules.**

5.1.5. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for The Purchaser action.

Handwritten mark

5.1.6. Notification of Award

- a. Prior to the expiration of the validity period, The Purchaser will notify the successful bidder for each zone in writing or by email, that its proposal has been accepted. In case the tendering process /public procurement process has not been completed within the stipulated period, The Purchaser, may like to request the bidders to extend the validity period of the bid.
- b. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, The Purchaser will return the EMD of unsuccessful bidders.

5.1.7. Signing of Contract

- a. After the Purchaser notifies the successful bidder that its proposal has been accepted, The Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between The Purchaser and the successful bidder.

5.1.8. Failure to agree with terms and condition of RFP

- a. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event The Purchaser may award the contract to the next best value bidder or call for new proposals from the interested bidders.

5.1.9. Proposal Evaluation

- a. Initial Proposal scrutiny will be held and to confirm that Proposals do not suffer from the infirmities detailed below. The proposal will be treated as non-responsive, if a Proposal is found to have been:
 - Submitted in manner not conforming with the manner specified in the RFP document
 - Submitted without appropriate EMD as prescribed herein
 - Received without the appropriate power of attorney If applicable
 - Containing subjective/incomplete information



- Submitted without the documents requested in the checklist
 - Non-compliant with any of the clauses stipulated in the RFP
 - Having lesser than the prescribed validity period.
 - The EMD of all non-responsive bids shall be returned to the bidders.
- b. All responsive Bids will be considered for further processing as below.
- The Purchaser 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.

5.2. Criteria for Evaluation

5.2.1. Pre-Qualification

Sl	Technical Qualifying Parameter	Eligibility Criteria
1	Registration	<p>The bidder should be registered firm/company/partnership/ LLP/ Co-operative Society registered in India for past 10 Years as on 30-06-2025</p> <p>Documentary Evidence: Relevant documentary proof (Certificate of Incorporation/ Partnership Certificate/ Certificate of Registration as applicable) should be submitted.</p>
2	PAN & GST	<p>The bidder should be registered with the GST department and carry a valid PAN Number.</p> <p>Documentary Evidence: The Bidder should provide self-attested Copy of GST registration number and PAN.</p>

Sl	Technical Qualifying Parameter	Eligibility Criteria
3	EPF & ESIC	<p>The bidder should be registered under the Employees Provident Fund (EPF) Scheme and ESIC.</p> <p>Documentary Evidence: Provide self-attested copies of EPF & ESIC Registration Number along with the Electronic Challan cum Return (ECR), Combined Challan & Payment proof of manpower for last 3 months of FY: 2024-25. The Registration should be at least 5 years old as on 31-03-2025.</p>
4	Annual turnover	<p>The Bidder must have an average annual turnover of INR 10 crores or above in last 3 Financial Years (FY 2021-22, 2022-23, 2023-24) from manpower services in IT/ ITeS/ Education Manpower Services rendered in India.</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> • A certificate from Chartered Accountant should be submitted. • Audited Financial Statements of the relevant years shall be submitted
5	Income Tax Return	<p>Bidder should have valid Income tax returns for the last three financial years (FY: 2021-22, 2022-23, 2023-24), issued by Income Tax Department</p> <p>Documentary Evidence:</p> <p>Acknowledgement of Income Tax Acknowledgement of Income Tax years (AY: 2022-23, 2023-24, 2024-25).</p>

Sl	Technical Qualifying Parameter	Eligibility Criteria
6	Projects	<p>The bidder should have successfully executed the at least one project work of providing minimum 200 manpower of similar nature as per this RFP to any single agency / authority / society of Central/ State Government in the last 3 years: -</p> <p>Documentary Evidence: Work Order/ Completion Certificate.</p>
7	Blacklisting	<p>The bidder should not have been blacklisted / debarred by any agency / authority / society of Central/ State Government as on the date of issue of RFP.</p> <p>Documentary Evidence:</p> <p>The Bidder shall provide SELF-DECLARATION not being engaged in any fraudulent or corrupt practices and not being blacklisted by any agency / authority / or any society of the State Govt./ Central Govt. /PSU as on the date of issue of RFP.</p>
8	Subletting/ Sub-contracting/ Consortium/ Joint Venture	<p>Only sole bidders will be eligible for the bid. Consortium/Joint-Venture in any form will not be allowed.</p> <p>Subletting in any form by any bidder (any company or PSU) directly or through a tender is not allowed at any stage.</p>

Bidder should submit all the mentioned document evidences for qualification in Pre-Qualification Criteria. Non-Submission of any of above will lead to disqualification of Bidder.



5.2.2. Technical Qualification Criteria:

S.No	Technical Parameter	Marks Distribution	Maximum Marks	Supporting Document
1	Registration: The bidder should be registered firm/company/partnership/LLP/ Co-operative Society registered in India for past 10 Years as on 30-06-2025	10 Years: 5 marks 10-15 Years: 10 Marks More than 15 years:15 marks	15	Relevant documentary proof (Certificate of Incorporation/ Partnership Certificate/ Certificate of Registration as applicable) should be submitted.
2	Annual turnover: The Bidder must have an average annual turnover of INR 10 crores or above in last 3 Financial Years (FY 2021-22, 2022-23, 2023-24) from manpower services in IT/ Education/ Consultancy rendered in India.	10-11 crores: 5 marks 11-12 Years: 10 Marks More than 12 years:15 marks	15	A certificate from Chartered Accountant should be submitted.
3	Projects: The bidder should have successfully executed the similar work of providing at least 200 manpower of similar nature as per this RFP to any single agency / authority / society of	200-300 members: 5 Marks 301-400 Members: 10 Marks	15	Work Order/ Completion Certificate.

W

	Central/ State Government in the last 3 years.	>400 members: 15 Marks		
4	Bidder Presence: The bidder should have successfully Provided Manpower IT/ ITeS to similar nature as per this RFP to any single Department / authority / society of Central/ State Government in the last 3 years.	1 Department: 5 Marks 2 Departments: 10 Marks 3 Departments: 15 Marks More than 3 Departments: 20 marks	20	Work Order/ Completion Certificate.
5	Bidder having Valid Certifications for the last 3 Years	ISO 9001: 5 marks ISO 9001 and 27001: 10 Marks ISO 9001, 27001 and 20000-1: 15 Marks ISO 9001 and 27001: 10 Marks ISO 9001, 27001 20000-1, CMMi	20	Copies of Each Certificate

		Level-3/ NASSCOM: 20 Marks		
6	Bidder having experience in Executing Project Operation related to IT/ITes at State Level	1 Project: 5 Marks 2 Projects: 10 Marks 3 Projects: 15 Marks More than 3 Projects: 20 marks	20	Work Order/ Completion Certificate.

Qualification Marks in Technical Stage is 70 Marks.

Financial of only those bidders will be opened whose proposal found suitable and meeting above Pre-Qualification and Technical Qualification criteria.

5.3. Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) The Contract shall be awarded on basis of Lowest cost Selection (L1) method. The contract shall be awarded to the best qualified responsive tenderer who have quoted lowest and agreed upon terms and condition set in tender document. Upon evaluation of offers the notification on award of contract will be intimated to the successful bidder. The agency shall quote the service charges in line with resolution vide office memo M-4-06/2023/2988 dated 23.03.2023 issued by Finance Department, Govt of Bihar. **Any bidder**

violating the aforesaid circular issued by Finance Department, GOB shall be disqualified in Financial bid and no further action in tender shall be carried out for that bidder In case of Two or more bidders quoted the same L-1 Rate and secured same marks in Technical Evaluation, the successful bidder selection will be made through the bidder who executed maximum number projects among such bidders in education vertical in last 10 years.

e) Bidders need to submit all the relevant documents for evaluation regarding total number of projects executed in Education vertical along with technical bid submission. Relevant documents would be a copy of work order/agreement and completion certificate/payment proof certificate.

f) Any conditional bid would be rejected.

g) 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".

h) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

i) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

5.4. 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 the 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: Form –1 (Proposal Submission Letter)

(Should Be Scanned and Uploaded)

PROPOSAL SUBMISSION LETTER

(On the letter head)

{Location, Date}

To:

The {Designation}

BEPC, EDUCATION DEPARTMENT, {Address}

Dear Sir,

We, the undersigned, offer to provide the services under {RFP Name} to BEPC, EDUCATION DEPARTMENT, Government of Bihar, in accordance with your Request for Proposals vide no.

_____ (RFP _____ No)
_____ (dated). We are hereby accordingly submitting our Proposal as per terms of this RFP.

We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by BEPC, Education Department.
- Our Proposal shall be valid and remain binding upon us till the bid validity period.
- We meet the eligibility requirements as stated in RFP
- In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP.

We understand that BEPC, Education Department is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name _____ and _____ Title _____ of _____ Signatory:

Address: _____

Contact information (phone and e-mail): _____

Annexure 2: Form – 2 (Financial Bid Format)

Summary of Annual Costs (This is for reference only, not to be scanned and uploaded)

Form-2 will have to be submitted in online format only and failure to comply the same will result in rejection of Bid

Zone I - Central

S No	Item	Service Charge (%)
1	Service Charges per resource (to be mentioned in percentage) on the total monthly gross wages.	

Zone II - South

S No	Item	Service Charge (%)
1	Service Charges per resource (to be mentioned in percentage) on the total monthly gross wages.	

Zone III - North

S No	Item	Service Charge (%)
1	Service Charges per resource (to be mentioned in percentage) on the total monthly gross wages.	

Note: -

- 1) The financial proposal shall include all costs associated with the scope of work. The Council shall not bear any cost other than the total cost mentioned in the financial proposal.
- 2) Evaluation of tender will be based on the lowest service charge quoted by the bidders.
- 3) The agency shall pay the resources as per the rates provided in the RFP.
- 4) GST shall be paid extra based on actual invoice submitted by the bidder.
- 5) Bidder should quote the service charge taking into consideration the minimum liability of TDS, administrative charges, cost of uniform of personnel etc to ensure that the rate quoted by the bidder is workable.

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Annexure 3: Form – 3 (Information and Dates)

Important Information and Details

Sl. No.	Particulars	Details
1	Name of the Firm:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship, Partnership, Society/Trust etc.)	
6	Address of Head Office:	
7	Incorporation/Registration status of the Bidder	Submit Incorporation Certificate <i>Page No.at which enclosed: ____</i>
8	Date of Incorporation/Registration	
9	Power of Attorney/Board Resolution in the name of the Authorized signatory	<i>PageNo.at which enclosed: ____</i>
10	Turnover in the last 3 Years from manpower services in India:	FY2021-22: _____/- FY2022-23: _____/- FY2023-24: _____/- Submit a CA Certificate stating the above figures <i>Page No. in which CA Certificate has been enclosed that this turnover is from Manpower Service: ____</i> Also submit Audited Financial statements for all the FYs.
13	PAN Number	<i>Page No.at which enclosed: ____</i>
14	GSTIN Number	<i>Page No.at which enclosed: ____</i>
15	ESIC Registration No	<i>Page No.at which enclosed: ____</i>
16	EPFO Registration No	<i>Page No.at which enclosed: ____</i>
17	Income Tax Return for last 3 financial years (FY 2021-22, 2022-23, 2023-24)	<i>Page No.at which enclosed: ____</i>



Annexure 4: Form – 4 (Self Declaration About Non-Blacklisting)

SELF-DECLARATION ABOUT NON-BLACK-LISTING

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date : _____

To,

Director,
<Department>,
Patna, Bihar

Subject: E-Tender for 'RFP for <RFP Title>, Tender Notice No.: <NIT No>

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations. We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)



Annexure 5: Form –5 (Power of Attorney)

(Power of Attorney or Board Resolution in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more)

Know all men by these present that We
..... (name of the enterprise and address of the registered office) do hereby irrevocably
constitute, nominate, appoint and authorize Mr/Ms (name)son/daughter/wife
of.....And presently residing
at..... 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 including to enter into negotiation, as are necessary or required in
connection with or incidental to submission of our Bid for the RFP Reference No.
..... Dated.....

The attorney is fully authorized for providing information/ responses to the tendering authority,
representing us in all matters before the tendering authority including negotiations with the tendering
authority, signing and execution of all affidavits, undertakings and agreements consequent to
acceptance of our bid, and generally dealing with the tendering authority in all matters in connection
with or relating to or arising out of our bid for the said tender.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and
things done or caused to be done by our said Attorney pursuant to and in exercise of the powers
conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in
exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,
THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON
THIS DAY OF

For ;

{Signature, name, designation and address}

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1. _____
2. _____



Annexure 6: Form –6 (Performance Bank Guarantee)

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the DEPARTMENT (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value>(Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.<Insert Value>(Rupees<Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs.<Insert Value>(Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.