

Request for Proposal (RFP)

for

Selection of Third Party Evaluation Agency for ICT@School Education Project in 832 schools in the state of Bihar.

NIT No. : 30 /2015-2016



DATE : September 14 , 2015

Bihar State Educational Infrastructure Development Corporation Limited

(A Govt. of Bihar Undertaking)

**Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus,
Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004, (BIHAR)**

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Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Authority or any of its 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 by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the Authority, 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, before placing reliance on aforesaid assumptions, assessments, statements and information [furnished in this RFP, by the Authority and/or any of its consultant] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For avoidance of doubt, in case any Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority and/or its consultant, in this RFP], then the same shall not in any manner bind/make liable the Authority and/or its consultant, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

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

The Authority, 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 Authority also accepts no liability of any nature whether resulting from negligence or otherwise however 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 Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Services and the Authority 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 Authority 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 Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Key events and dates

S. No.	Particular	Details
(i)	Period of sale of Bid documents(Download)	14th September 2015 to 14th October 2015 upto 15:00 HOURS on website : www.eproc.bihar.gov.in
(ii)	Time, Date & Place of Pre-Bid Meeting	25th September 2015 ; at 15:30 HOURS in the office of MD, BSEIDC, Patna
(iii)	Last Date & Time for upload of Bids	15th October 2015 ; up to 15:00 HOURS on website: www.eproc.bihar.gov.in
(iv)	Date & Time of Opening Technical Bids	16th October 2015 ; at 15:30 HOURS on Website: www.eproc.bihar.gov.in
(v)	Last Date of Submission of Queries	25th September 2015 ; up to 14:00 HOURS through e-mail: bseidc@gmail.com

1. Fact sheet

Clause Reference	Topic
Section 3.7.3	The method of selection is: Least Cost based selection
Section 3.5.2	<p>RFP can be downloaded from the following website on or before date and time as mentioned in the 'Key events and dates' table</p> <p>www.eproc.bihar.gov.in</p> <p>The bidders are required to submit the cost of tender Form fee is Rs.20,000/- (Rupees Twenty Thousand only) which is non-refundable. This fee shall be paid in form of demand draft of any nationalized bank located in India, payable at Patna, drawn in favour of "Bihar State Educational Infrastructure Development Corporation Ltd." before 16th October 2015 up to 3 PM & submit at Corporation office failing which the tender will be rejected.</p> <p>Beltron Bid processing fee is mandatory to be paid through online mode i.e internet payment gateway(credit/Debit card) net banking, NEFT/RTGS as required in e-tendering website.</p>
Section 3.5.3	Earnest Money Deposit of amount Rs. 50,000,(Rupees Fifty Thousand only) by Demand Draft in favour of 'Bihar State Educational Infrastructure Development Corporation Ltd.' and payable at Patna from any of the nationalized bank before 16th October 2015 up to 3 PM & submit at

	corporation office failing which the tender will be rejected.
Section 3.12	services linked to “Selection of Third Party Evaluation Agency for ICT@School Education Project in 832 schools in the state of Bihar.”
Section 3.3	A pre-Bid meeting will be held on date, time specified here at the following venue : The Managing Director Bihar State Educational Infrastructure Development Corporation Ltd. Shiksha Bhawan. Bihar Rastrabhasha Parishad Campus Acharya Shiv Pujan Sahay Path, Patna, Bihar –Pin Code-800004 Clarifications/ queries may be submitted on or before the date mentioned in ‘Key events and dates’ table
Section 3.6.2	Proposals should be submitted only in the following language: English
Section 3.6.7	Proposals must remain valid 180 days after the submission date
Section 3.5.4	Bidders must submit/upload the documents as per the terms and conditions of the RFP in the following website: www.eproc.bihar.gov.in
Section 3.6.3	The proposal shall not submitted/uploaded no later than the following date and time as mentioned in the ‘Key events and dates’ table

2. Background information

2.1. Basic information:

- (a) Government of Bihar invites responses (“Tenders”) to this Request for Proposal (“RFP”) from a **Firm/Proprietorship/Partnership/Company registered & incorporated in India** (“Bidders”) for the provision of as described in the section 3.12 of this RFP (“Scope of Work”). Bihar State Educational Infrastructure Development Corporation Limited (BSEIDC) is the Nodal Agency for this government procurement competition (the “Nodal Agency”).
- (b) Any contract that may result from this RFP Process will be issued for a term of 2 years (the “Term”)

2.2. Project background:

The ‘ICT @ schools’ scheme is a window of opportunity to the learners in the Government aided Secondary and Sr. Secondary schools in the country to bridge the digital divide. The scheme is a comprehensive and well thought-out initiative to open new vistas of learning and to provide a level-playing field to school students, whether in rural areas or in the metropolitan cities.

Government of Bihar is planning to set up Computer Labs in Secondary Schools & Senior Secondary Schools in Bihar. The Computer Assisted Learning Model uses a Network of minimum 10 computers in each school. Genesis behind the project is to provide IT infrastructure at the remotest corner of the state schools to fulfill the dream of poor student to use modern age technology in learning curve. Government of Bihar is planning to implement menu base Operating System and Application Software to provide user friendly environment to students.

Objectives:

- To Study the implementation of the ICT@Schools Scheme in Bihar
- To Study the enhancement of the computer Literacy among students and Teachers
- To Study the impact made on students ‘achievement
- To study the impact made on teacher capacities and practices
- To evaluate the model of implementation of the Scheme
- To Study the use of ICT for Administrative purpose by the schools

3. Instructions to the Bidders

3.1. General:

- (a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- (b) All information supplied by Bidders may be treated as contractually binding on the

Bidders, on successful award of the assignment by the BSEIDC on the basis of this RFP.

- (c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BSEIDC. Any notification of preferred bidder status by the BSEIDC shall not give rise to any enforceable rights by the Bidder. The BSEIDC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BSEIDC.
- (d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2. Compliant Tenders / Completeness of Response:

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

3.3. Pre-bid Meeting & Clarifications:

- (a) BSEIDC shall hold a pre-bid meeting with the prospective bidders on date and time as mentioned in 'Key events and dates' table and will be held at :

**Bihar State Educational Infrastructure Development Corporation Ltd.
Shiksha Bhawan. Bihar Rastrabhasha Parishad Campus
Acharya Shiv Pujan Sahay Path, Patna, Pin Code-800004 (BIHAR)**

- (b) The Bidders will have to ensure that their queries on this RFP should reach to the Authorised Officer by post, facsimile or email on or before date and time mentioned in the 'Key events and dates' table. The contact details of the Authorised Officer are given below:

**The Managing Director
Bihar State Educational Infrastructure Development Corporation Ltd.
Shiksha Bhawan. Bihar Rastrabhasha Parishad Campus
Acharya Shiv Pujan Sahay Path,
Patna, Bihar –Pin Code-800004**

(c) The queries should necessarily be submitted in the following format:

S.No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			

d) BSEIDC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications/queries post the date and time mentioned in the 'Key events and dates' table will not be entertained by the BSEIDC.

3.4. Responses to Pre-Bid Queries & Issue of Corrigendum:

- (a) The Authorised Officer notified by the BSEIDC will endeavour to provide timely response to all queries. However BSEIDC makes no representation or warranty as to the completeness or accuracy of any response made in good faith.
- (b) At any time prior to the last date for receipt of bids, BSEIDC 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.
- (c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the www.eproc.bihar.gov.in or www.bseidc.in
- (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, BSEIDC may, at its discretion, extend the last date for the receipt of Proposals.

3.5. Key Requirements of the Bid:

3.5.1. Right to Terminate the Process:

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

3.5.2 RFP Document Fees:

- (a) RFP document can be downloaded at the website provided in the Fact sheet. A non-refundable bank demand draft of Rs. 20,000/- drawn in favour of 'Bihar State Educational Infrastructure Development Corporation Ltd.', payable at Patna at Patna from any of the nationalized Banks should be submitted at corporation office before 16th October 2015 up to 3 PM.

3.5.3 Earnest Money Deposit (EMD)

- (a) Bidders shall submit, EMD of Rs. 5,00,00/- (Rupees fifty Thousand only), in the form of a Demand Draft/Bank Guarantee(BG) issued by any nationalized bank in favour of 'Bihar State Educational Infrastructure Development Corporation Ltd. payable at Patna, and should be valid for 6 months from the due date of the tender / RFP.
- (b) EMD of all unsuccessful bidders would be refunded by BSEIDC within 1 month of the selection of successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure I: Form 2
- (c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- (d) The Tender / proposal submitted without EMD, mentioned above, will be summarily rejected.
- (e) The EMD may be forfeited:
 - i.) If a bidder withdraws its bid during the period of bid validity
 - ii.) In case of a successful bidder, if the bidder fails to sign the contract or provide performance bank guarantee in accordance with this RFP.

3.5.4 Submission of Responses

- (a) The tender should be submitted through e-Tendering / e-Procurement website www.eproc.bihar.gov.in only. No other form of tender submission will be valid for evaluation.
- (b) Request from the bidder in respect of additions, alterations, modification, corrections etc. of both terms and conditions or rates after opening of the tender will not be considered.
- (c) The bidder shall submit its bid/tender on e-Procurement platform at www.eproc.bihar.gov.in.
- (d) The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies or they may contact on our e-Procurement help desk.
- (e) For User-id they have to get registered themselves on e-procurement website www.eproc.bihar.gov.in and submit their bids online on the same. Offline or in-person bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- (f) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents on the e-Procurement web site. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their Correctness / authenticity.
- (g) The tender opening and evaluation will be done online. Any corrigendum or addendum will be published on the e-Tendering/e-Procurement website only.
- (h) For support related to e-tendering process, bidders may contact at following address “eProcurement HELP DESK, First Floor, M/22, Bank Of India Building, Road No 25, Sri Krishna Nagar, Patna, Bihar, Pin-800001, Phone No: 0612-2523006, Mob- 7542028164” or may visit the link “Vendor Info” at www.eproc.bihar.gov.in.

3.5.5 Authentication of the Tenders

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

3.6. Preparation and Submission of Proposal

3.6.1 Proposal Preparation Costs

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

3.6.2 Language

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

3.6.3 Venue & Deadline for Submission of proposals

- (a) Proposals, in its complete form in all respects as specified in the RFP, must be uploaded as per the date and time mentioned in the fact sheet (Section 1: Fact Sheet)

3.6.4 Late Bids

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

3.6.5 Evaluation process

An evaluation committee constituted by BSEIDC will evaluate the Technical and Price bids as per the following pattern.

- a) Conditional bids shall be summarily rejected.

- b) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- d) The BSEIDC may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise as mentioned in their Technical bid.
- e) Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including project period.
- f) Price (Commercial) bids of only those bidders who qualify the technical evaluation will be opened.
- g) All other Commercial bids will be returned un-opened. The place, date and time for the opening of the commercial bids shall be announced separately to only technically qualified bidders.
- h) The bid with the lowest Price (Commercials), (L1) will be considered as the successful bid
- i) The BSEIDC reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Price Bid. If required bidders may give a presentation based on similar projects done in other states, expertise, capabilities and how they are going to execute the project in Bihar. The Bidder shall furnish the required information to BSEIDC and its appointed representative on the date asked for, at no cost to the BSEIDC. The BSEIDC may at its discretion, visit the office / Network Operation Center (NOC) of the Bidder, any time before the issue of Letter of Award

3.6.6 Tender Opening

- (a) The Proposals submitted up to time and date mentioned in 'Key events and dates' table will be opened online on 'Key events and dates' table or as per corrigendum.

3.6.7 Tender Validity

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

3.6.8 Tender Evaluation

- (a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Tenders/ Proposals;
- i.) Are not submitted in as specified in the RFP document
 - ii.) Received without the Letter of Authorization (Power of Attorney)
 - iii.) Are found with suppression of details
 - iv.) With incomplete information, subjective, conditional offers and partial offers submitted
 - v.) Submitted without the documents requested in the checklist
 - vi.) Have non-compliance of any of the clauses stipulated in the RFP
 - vii.) With lesser validity period.
- (b) All responsive Bids will be considered for further processing as below.
- i.) BSEIDC 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.

3.7. Criteria for Evaluation

3.7.1 Eligibility / Technical Criteria

S. No.	Basic Requirement	Specific Requirement	Document Required
1	Eligibility	The Bidder should be a Firm/Proprietorship/ Partnership/Company registered & incorporated in India for the last 3 years . Note:- Bidders JV companies or bidder group of companies shall not be considered for participation in the Bid	A Self Certified letter by an authorized signatory

2	Business Turnover	<p>The bidder should have a minimum total turnover during the last three financial years as specified below related to third party evaluation agency</p> <p>Rs. 1 Crore total turnover during the last three financial years i.e (2012-13, 2013-14, 2014-15)</p>	<p>The copies of the audited annual Accounts for the last three years shall be attached along with the bid.</p> <p>A certificate from a CA stating the turnover from above mentioned income sources should also be enclosed.</p>
3	Technical Capability	<p>a) The Bidder should have executed similar educational mandate(s) in Govt. schools for Central Govt. /State Govts during the last 3 years for minimum 250 Nos Schools as on 31.03.2015.</p>	<p>1. In respect of the term a) of the Technical Capability criteria, The work order along with work completion certificate is to be enclosed for quoted projects shall be provided</p>
4	Local Service Centres	<p>The bidder should have office in Bihar. In case bidder has no presence in Bihar, bidder shall furnish an undertaking that an office shall be opened in Bihar, with sufficient</p>	<p>A Self Certified letter by an authorized</p>

		personnel and inventory of spares within a month of selection as Successful Bidder	signatory
5	Blacklisting	The bidder should not have been blacklisted with any of the Central Government Department and any State Department / PSU on account of corrupt or fraudulent practices.	A Self Certified letter by an authorized signatory
6	Certificate of Company Registration Certificate, Registration under Sale Tax , Valid Service Tax Registration Certificate & Valid PAN No etc.	a) Relevant Certificate of Company Registration , Registration under sales tax & valid service tax Registration certification b) The successful bidder will have to comply with the relevant tax laws of the state.	Certificates from the authorized authorities

3.7.3 Commercial Bid Evaluation

- (a) The Financial Bids of technically qualified bidders will be opened online or through corrigendum.
- (b) The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment
- (c) Only fixed price financial bids indicating total price for all the deliverables and service specified in this bid document will be considered.
- (d) The bid price will include all taxes and levies and shall be in Indian Rupees.
- (e) Any conditional bid would be rejected.

3.8. Appointment of Third Party Agency

3.8.1 Award Criteria

- (a) BSEIDC will award the Contract to the successful bidder whose proposal has been determined to be responsive and has been determined as the Least Cost bids as per the process outlined above.

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

- (a) BSEIDC 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 BSEIDC action.

3.8.3 Notification of Award

- (a) Prior to the expiration of the validity period, BSEIDC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BSEIDC 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, BSEIDC will notify each unsuccessful bidder and return their EMD.

3.8.4 Performance Bank Guarantee

- (a) The BSEIDC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of mentioned in its Tender/ proposal. The Performance Bank Guarantee shall be kept valid for a period of the project. The Performance Bank Guarantee shall be kept valid till expiration of the contract. The selected bidder shall be responsible for extending the validity date of the Performance Bank Guarantee as and whenever it is due till the expiration of the contract. In case the selected bidder fails to submit Performance Bank Guarantee within the time stipulated, the BSEIDC at its discretion may cancel the order placed on the selected bidder by giving a written notice.
- (b) BSEIDC shall invoke the Performance Bank Guarantee in case the selected bidder fails to discharge their contractual obligations during the period or BSEIDC incurs any loss due to bidder's negligence in carrying out the work as per the agreed terms &

conditions laid out in this RFP.

3.8.5 Signing of Contract

- (a) Post submission of Performance Guarantee by the successful bidder, BSEIDC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between BSEIDC and the successful bidder.
- (b) The contract agreement refers to all the terms and conditions of this RFP and corrigendum.

3.9. Fraud and Corrupt Practices

- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the BSEIDC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the 'Prohibited Services ') in the Selection Process. In such an event, the BSEIDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's proposal.
- (b) Without prejudice to the rights of the BSEIDC under Clause above and the rights and remedies which the BSEIDC may have under the LOI or the Agreement, if an Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the BSEIDC during a period of 2 (two) years from the date such Bidder, is found by the BSEIDC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- (c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BSEIDC

who is or has been associated in any manner, directly or indirectly with the selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BSEIDC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the BSEIDC in relation to any matter concerning the Project;

- b) “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “Coercive Practice” ” means impairing or harming or threaten to impair or harm directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by BSEIDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.10. Conflict of Interest

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

3.11. Force Majeure

- (a) Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BSEIDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i.) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- ii.) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- iii.) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or BSEIDC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 60 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

3.12 Details on Scope of Work

The evaluation shall consist of labs in Schools under Phase II of 832 schools. Phase II consists of 832 schools which shall be evaluated 2 times i.e. once in a year for 2 years starting from 2015-16. However, the number of schools to be evaluated each year shall be decided by the BSEIDC. In any case at least 20% of these schools shall be evaluated each year.

The broad Objectives and scope of work of the Third Party Agency is

a) Development of appropriate questionnaire for the base line survey/evaluation according to scope of work of implementation agency mentioned in RFP of Phase II. Bidders are advised to read RFP in detail. Scope of work would consist of these broad categories such as

- Computer Hardware infrastructure
- Software
- Teachers qualification, attendance etc.
- Other IT peripherals
- Power backup
- Lab infrastructure
- Internet connection
- Syllabus Coverage
- Miscellaneous as per implementation agencies scope of work in RFPs

b) Evaluation of the allocated schools by visiting once in a year for Phase II schools. Exact schedule of visit will be finalized by the BSEIDC.

c) Data Collection based on the approved questionnaire. The data collection from the school to be performed with the help of audit tool/software. Data to be handed over in digitized format e.g, excel/xml/csv etc as per the formats required by the department for department to do any further analysis.

d) The collected data should have the facility to integrate with MIS dashboard provided by school labs implementation agencies and reporting from the dashboard installed by implementation agencies should be verified by the TPA agency as part of TPA process.

e) Submit a detailed qualitative and quantitative report of the findings after every audit cycle i.e once every year for Phase II schools for allocated schools, The report should be school wise, district wise, region wise and state wise. The interim reports can be submitted Zone wise by the audit agency. Format of the report will be finalized by the department before Go-Live and shared with the agency.

The Audit agency has to focus on the areas to be evaluated as mentioned in the RFP of Phase II attached and has to be finalized in discussion with BSEIDC. BSEIDC wishes to upgrade the quality of education in Phase II and evaluation would help the department to monitor the progress of different activities at field level and receive a regular update on the performance of implementation agencies with respect to service level agreement for Phase II .The evaluation would also permit the department to evaluate the benefit of the project and can help in further decision making. The evaluation would comprise a systematic, documented, periodic and objective evaluation of labs by an independent third party on congruence of services provided by implementation agencies

3.12.1 Deliverables & Timelines

a)	Signing of Contract	Day 01 (T Day)
b)	Discussions and finalization of the study design, sampling strategy, review documents, finalization of research tools and instruments like questionnaire in consultation with BSEIDC	T + 7 days
c)	Training of Evaluation Staff	T + 7 days
d)	Field visit and collection of data by research staff	As per the schedule discussed with BSEIDC
e)	Statistical analysis, report writing and presentation of findings and submission of interim reports.	T1+ 10 days
f)	Discussions with BSEIDC and experts for final report	T1+ 30 days

T1- is the date of completion of field visit as per the schedule to be discussed between Audit agency(Third Party) and BSEIDC. It shall be the responsibility of the successful bidder to finalize the questionnaire and reports after discussion with BSEIDC.

3.13. Payment Procedure and Terms

3.13.1 Paying Authority

- (a) The payments as per the Payment Schedule covered hereinabove shall be paid by this office of BSEIDC. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned teacher education institutes/ sites where the purchased equipment's have been delivered. The confirmation will be issued by the authorized person of Schools. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third part liabilities.

3.13.2 Payment Schedules

- i) Advance payment will not be considered. Payment will be done in Indian Rupees on submission of interim reports.
- ii) The terms of payment will be governed by terms of the Contract between the BSEIDC and the selected bidder.
- iii) Payment to the selected bidder shall be made strictly within 30 days after the receipt of valid request for payment.
- iv) Payment will be done on submission of interim reports of evaluation. The interim reports can be submitted region wise and payment would be done accordingly.
- v) All payments will be subjected to tax deduction at source as applicable at the prevailing tax rates.

3.13.4. List of Schools (Zone Wise):

IL&FS - ETS					
ZONE-I			ZONE-V		
Sl. No.	District Name	No. Of School	Sl. No.	District Name	No. Of School
1	Araria	16	1	Bhojpur	40
2	Kishangabnj	9	2	Buxar	24
3	Purnia	20	3	Kaimur	15
4	Katihar	20	4	Rohtas	40
5	Madhepura	17	5	Aurangabad	31
6	Bhagalpur	38	6	Arwal	13
7	Banka	21			
8	Munger	25			
Total School		166	Total School		163
Total School		329			

COMPUCOM Software Ltd					
ZONE-II			ZONE-IV		
Sl. No.	District Name	No. Of School	Sl. No.	District Name	No. of School
1	Muzaffarpur	38	1	West Champaran	22
2	Gopalganj	21	2	East Champaran	32
3	Siwan	32	3	Sheohar	4
4	Saran	49	4	Sitamarhi	21
5	Samastipur	32	5	Madhubani	41
			6	Supaul	17
			7	Darbhangha	27
School		172	School		164
Total School		336			

Pearson education services pvt ltd		
ZONE-VI		
Sl. No.	District Name	No. Of School
1	Vaishali	31
2	Patna	77
3	Jehanabad	17
4	Gaya	42
Total School		167

Annexure I: Technical Bid, Financial Bid, Forms & Documents

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria. Pre-Qualification Bid & Technical

Proposal shall comprise of following forms:

Forms to be submitted in Technical Proposal

- Form 1: Technical Bid & Check List
- Form 2: Format for Performance Bank Guarantee
- Form 3: Letter of Proposal
- Form 4: Self-declaration – No blacklisting undertaking
- Form 5: Bidder Profile
- Form 6: Power of Attorney
- Form 7 : Covering Letter
- Form 8: Bidder Experience
- Form 9: Financial Information Summary
- Form 10: Describing the technical competence and experience of the bidder

Note: (a) Bidders may be disqualified if rates/prices are disclosed anywhere in online Submission of Technical Proposal. Rates/prices etc should be submitted in online Submission of Financial proposal.

(b) Bidders has to make a presentation regarding their solution to BSEIDC office.

Forms to be submitted in Financial Proposal

Form 11 : Financial Bid

Note : For support related to e-tendering process, bidders may contact at following address
“eProcurement HELP DESK, First Floor, M/22, Bank Of India Building, Road No 25, Sri Krishna Nagar, Patna, Bihar, Pin-800001, Phone No: 0612-2523006, Mob- 7542028164”

Form 2: Performance Bank Guarantee Format

To,

**Bihar State Educational Infrastructure Development Corporation Ltd.
Shiksha Bhawan, Bihar Rashtrabhasha Parishad ,
Acharya Shiv Pujan Sahay Path, Saidpur,
Patna, Bihar –Pin Code-800004**

Whereas(hereinafter called “the Bidder”) has submitted its Bid dated
(date of submission of Bid) for **selection of third party evaluation agency for ICT@school education project in 832 schools in the state of Bihar** in terms of the Tender dated issued by the BSEIDC , Patna, (hereinafter called “the Bid”).

Whereas as per Section 3.13.4 Clause of the Bid, the Bidder is required to furnish a bank guarantee as Performance Guarantee from a scheduled nationalised bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called “the Guarantor Bank”), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder
 - (a) having been notified of the acceptance of its Bid by the Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd. , during the period of Bid Proposal validity:
 - (i) fails to perform as per the contract obligations.

The Guarantor Bank shall immediately on demand pay the Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd. , Patna, without any demur and without the Managing Director, Bihar State Educational Infrastructure Development Corporation having to substantiate such demand a sum of Rs____ Lakhs (_____ Lakhs) (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd.

notwithstanding any objection or dispute that may exist or arise between the Managing Director, Bihar State Educational Infrastructure Development Corporation, and the Bidder or any other person.

3. The demand of the Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd. on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd. and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs ____ Lakhs (_____ Lakhs).
5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd..
6. To give full effect to the Guarantee contained herein, the Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd., shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd. in writing or up to and including 2 year from the date of signing of contract, i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day2015

Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

Note: To be executed at the time of Signing of Contract by the Selected Vendor

Form 3: Letter of Proposal

To:

**Bihar State Educational Infrastructure Development Corporation Ltd.
Shiksha Bhawan, Bihar Rashtrabhasha Parishad ,
Acharya Shiv Pujan Sahay Path, Saidpur,
Patna, Bihar –Pin Code-800004**

Subject: Submission of the Technical bid for 'selection of third party evaluation agency for ICT@school education project in 832 schools in the state of Bihar'.

Dear Sir/Madam,

We, the undersigned, offer to provide < related services > to the BSEIDC on with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid online through website www.eproc.bihar.gov.in. We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 4: Self-declaration – No Blacklisting undertaking

(On bidder's letter head)

To,

**Bihar State Educational Infrastructure Development Corporation Ltd.
Shiksha Bhawan. Bihar Rashtrabhasha Parishad Campus
Acharya Shiv Pujan Sahay Path,
Patna, Bihar –Pin Code-800004**

In response to the Tender/ NIT Ref. No. _____ dated _____
for 'third party evaluation agency for ICT@school education project in 832 schools in the state of Bihar',
as an Owner/ Partner/Director of _____, I/ We hereby
declare that presently our Company/ firm _____, at the time of bidding, is
having unblemished record and is not declared ineligible for corrupt & fraudulent practices either
indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT. If this
declaration is found to be incorrect then without prejudice to any other action that may be taken,
my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

Form 5: Bidder Profile

(On bidder's letter head)

Sr. No	Details	
1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit Documentary proof. Year and Place of the establishment of the Company	
6	Former name of the company, if any.	
7	Is the firm ➤ Government/ Public Sector Undertaking propriety firm ➤ partnership firm (if yes, give partnership deed)	

	<ul style="list-style-type: none"> ➤ limited company or limited corporation ➤ member of a group of companies (if yes, give name and address, and description of other companies) ➤ Subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
8	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
9	Is the firm registered for service tax with Service Tax department? If yes, Submit valid service tax registration certificate.	
10	Is the firm registered under Labor Laws Contract Act? If yes, submit valid registration certificate.	
11	<p>Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the officers.</p> <p>Total number of employees</p>	
12	<p>How many years has your organization been in business under your present name? What were your fields when you established your organization?</p> <p>When did you add new fields (if any)?</p>	
13	<p>What type best describes your firm? (documentary proof to be submitted)</p> <ul style="list-style-type: none"> · Manufacturer · Supplier · System Integrator · Consultant · Service Provider (pl. specify details) 	

	<ul style="list-style-type: none"> · Software Development · Total solution provider (Design, Supply, Integration, O&M) · IT Company 	
14	Number of Offices / Project Locations	
15	Do you have a local representation /office in Bihar? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office	
16	Do you intend to associate any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately.	
17	Please give details of Key Technical and Administrative staff who will be involved in this project, their role in the project, their Qualifications & experience and the certification attained (documentary proof to be submitted)	
20	Is your organization has SEI – CMM / ISO 9001 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
21	List the major clients with whom your organization has been/ is currently associated.	
22	Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same.	
23	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
24	In how many projects you were imposed penalties for delay? Please give details.	
25	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	

Form 6: Power of Attorney

To,

**Bihar State Educational Infrastructure Development Corporation Ltd.
Shiksha Bhawan. Bihar Rashtrabhasha Parishad Campus
Acharya Shiv Pujan Sahay Path,
Patna, Bihar –Pin Code-800004**

I / We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. _____ dated _____. He/ She is also the one authorized to attend meetings & submit technical & commercial information/clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory:

Seal of the Organization: Date

Form 7: Covering Letter

To:

**Bihar State Educational Infrastructure Development Corporation Ltd.
Shiksha Bhawan. Bihar Rashtrabhasha Parishad Campus
Acharya Shiv Pujan Sahay Path,
Patna, Bihar –Pin Code-800004**

Subject: Submission of the financial bid for 'third party evaluation agency for ICT@school education project in 832 schools in the state of Bihar'.

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for << related services >> in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals is uploaded separately as per requirement of Tender).

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 8: Bidder Experience

Assignment Name:			
Location within Country:		Professional Staff Provided by Your Firm	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services :	
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your consultant :			

Form 9: Financial Information Summary

S. NO	Name of the Bidder	Turn Over (Rs. Crores)			Total of 3 Financial Years
		2012-13	2013-14	2014-15	

Note : Please enclose balance sheet and profile & Loss statement.

Form 10: Describing the technical competence and experience of the bidder

(On bidder's letter head)

Form 11: Financial Bid

Bihar State Educational Infrastructure Development Corporation

Financial Bid

Third Party Evaluation Agency for ICT@School Education Project in 832 schools in the state of Bihar

Name of bidder

Registered office address

S.No.	Items	Description	Price Per School	Total Number of Schools	Total Price (Rupees in figure)	Total Price (Rupees in words)
1	Third Party Evaluation Agency for ICT@School Education Project in 832 schools in the state of Bihar	Rate per school for third party evaluation of ICT at schools as per the Scope of Work in ICT Phase- II for 2 years				

Note: Service Tax will be paid as applicable