

# **OFFICE OF THE DISTRICT EDUCATION OFFICER WEST SINGHBHUM, CHAIBASA**

District Education Officer, West Singhbhum invites **Request for Proposal (RFP)** through Expression of interest (**EOI**) for supply, installation and maintenance of Science Lab on Wheels (Establishment of Science lab, furniture and Vehicle etc.) for government schools across rural and urban areas of West Singhbhum, Jharkhand in an efficient and effective manner for three years.

Letter No. 952 dated 25-06-2018

**Address**

**o/o The District Education Officer**

New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa, West Singhbhum (JHARKHAND)

Ph.- 8294452292, E-mail : deo.chaibasa@gmail.com.

## Table of Contents

<b>Contents</b>	<b>Page(s)</b>
Disclaimer	3
Key events and dates	5
<b>1. Fact sheet</b>	6
<b>2. Background information</b>	7
2.1. Basic information	7
2.2. Project background:	7
2.3. Activities to be facilitated by SLOW	7
2.4. Project Objectives	8
2.5. Project Deliverables	9
2.6. Project Duration	9
2.7. Project Location	9
2.8. Project Deliverables	10
2.9. Financial Condition	10
<b>3. Instructions to the Bidders</b>	11
3.1. General	11
3.2. Compliant Tenders / Completeness of Response	11
3.3. Pre-bid Meeting & Clarifications	11
3.4. Key Requirements of the Bid:	12
3.5. Preparation and Submission of Proposal	13
3.6. Criteria for Evaluation	16
3.7. Appointment of Supplier	17
3.8. Fraud and Corrupt Practices	18
3.9. Conflict of Interest	19
3.10. Liquidated Damage/Penalties	19
3.11. Force Majeure	20
3.12. Details on Scope of Work	21
3.13. Special Condition of the contract	23
3.14. Payment Procedure and Terms	24
<b>4. Award of Contract</b>	25
4.1. Deciding Award Of Contract	25
<b>Annexure I: Technical Bid, Financial Bid, Forms &amp; Documents</b>	26
Form 1: Letter of Proposal	27
Form 2: Manufacturers / OEMs authorization from	28
Form 3: Performance Bank Guarantee Format	29
Form 4: Self-declaration – No Blacklisting undertaking	31
Form 5: Bidder Profile	32
Form 6: Power of Attorney	34
Form 7: Covering Letter	35
Form 8: Bidder Experience	36
Form 9: Financial Information Summary	37
Form 10: Technical Competence and experience	38
Form 11: Quoting for all the items	39
Form 12: Reference List of major clients	40
Form 13: Solvency Certificate from Bank	41
Form 14: Financial Bid	42
<b>Annexure II: Draft Contract Agreement</b>	43

### **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 District Education Officer or any of its employees, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the District Education Office, West Singhbhum (DEO-WSM) 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 DEO-WSM 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 DEO-WSM and his staff 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 DEO-WSM 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 (DEO-WSM) in this RFP], then the same shall not in any manner bind/make liable the DEO-WSM, 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 DEO-WSM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The DEO-WSM and its employees 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 DEO-WSM 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 DEO-WSM is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Services and the DEO-WSM 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 DEO-WSM 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 DEO-WSM 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.

## Key events and dates

S. No.	Particular	Details
1.	Date of Publication of Tender Notice in News Paper	<b>27-06-2018</b>
2.	Date of publication of tender in <a href="http://www.nic.chaibasa.in">www.nic.chaibasa.in</a>	<b>27-06-2018</b>
3.	Date and Place of Pre-Bid Meeting	<b>02-07-2018</b> <b>Office of District Education Officer</b> <b>Chaibasa, West Singhbhum</b> New Collectorate Building, 3 <sup>rd</sup> Floor, Chaibasa, West Singhbhum (JHARKHAND)
4.	Last date of Submission of Bid	<b>13-07-2018 at 01:00 PM</b>
5.	Date of Opening of Bids	The technical bid will be opened on <b>13-07-2018 at 04:00 PM</b> for evaluation. The date and time of opening of financial bid will be intimated after evaluation of technical Bid.
7.	Name and address of Office Inviting Tender	<b>Office of District Education Officer</b> <b>Chaibasa, West Singhbhum</b> New Collectorate Building, 3 <sup>rd</sup> Floor, Chaibasa, West Singhbhum (JHARKHAND) E-mail :deo.chaibasa@gmail.com

## 1. Fact sheet

Section 3.7.3	The method of selection is: <b>Least Cost based selection</b>
Section 3.5.2	RFP can be downloaded from <a href="http://www.chaibasa.nic.in">www.chaibasa.nic.in</a> on or before date and time as mentioned in the 'Key events and dates' table The bidders are required to submit the cost of tender Form fee is Rs.10,000/- (Rupees Ten 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 Chaibasa, drawn in favour of "District Education Officer-West Singhbhum" on or before Last date of Submission of Bid & submit at <b>Office of District Education Officer</b> failing which the tender will be rejected.
Section 3.5.3	Earnest Money Deposit of amount Rs. 7,50,000 (Rupees Seven Lakh Fifty Thousand only(5% of total cost of tender)) in the form of a Demand Draft/ Bank Guarantee (BG) issued by any Nationalized Bank / Scheduled Bank in favour of "District Education Officer-West Singhbhum" and payable at Chaibasa and should be valid for 6 months from the due date of the tender & submit in the office of District Education Officer West Singhbhum failing which the tender will be rejected. The original copy of demand draft against bid document has to be submitted in the office of District Education Officer-West Singhbhum on <b>13-07-2018 before 01:00 PM.</b>
Section 3.12	Procurement is for services linked to "for supply, installation and maintenance of Science Lab on Wheels (Establishment of Science lab, furniture and Vehicle etc.) for government schools across rural and urban areas of West Singhbhum, Jharkhand in an efficient and effective manner for three years."
Section 3.3	A pre-Bid meeting will be held on date, time specified here at the following venue : Date: <b>02-07-2018 at 3.00 PM</b> <b>District Education Officer,Chaibasa, West Singhbhum</b> New Collectorate Building, 3 <sup>rd</sup> Floor, Chaibasa, West Singhbhum, JHARKHAND). 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 till <b>180 days</b> after the submission date
Section 3.5.4	Bidders must submit the documents as per the terms and conditions of the RFP in the office of District Education Officer, West Singhbhum.
Section 3.6.3	The proposal submitted after the due date and time as mentioned in the 'Key events and dates' table will not be accepted.

## **2. Background information**

### **2.1. Basic information:**

(a) The District Education Officer, West Singhbhum invites responses (“Tenders”) to this Request for Proposal (“RFP”) from Original Equipment Manufacturer (OEM) agencies/authorized partners (“Bidders”) for the provision Science Lab on Wheels as described in the section 3.12 of this RFP (“Scope of Work”). District Education Officer, West Singhbhum has received funds from district administration for implementation and promotion of Science in West Singhbhum district of Jharkhand.

(b) Any contract that may result from this RFP Process will be issued for a term of 3 years (the “Term”) which would include the hardware supply, warranty and maintenance support.

### **2.2. Project background:**

The ‘Science Lab on Wheel “SLOW” scheme is a window of opportunity to the learners in the Government Secondary and Sr. Secondary schools in the district to bridge the digital and geographical 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 urban areas.

The science lab on Wheels (SLOW) is very powerful and innovative instrument to revolutionize rural education and make hands on education increasingly accessible. It is a catalytic channel that is fun, engaging and interactive aimed to inculcate awareness among disadvantaged children and teachers of the value of learning with a focus on science. Each SLOW travels to doorsteps of remote schools with 100 plus hands-on science models covering a wide range of topics in Physics, Chemistry and Biology for class 9 to 12. The teaching approach will be consistent with the national curriculum framework and the topics overlap NCERT syllabus. There will also be experiments not directly correlated to the state syllabus but are intended to spark curiosity and encourage questioning among the children. The demonstration session will emphasize interaction and questioning. Children will be able to relate better to concepts explain through interactive demonstration rather than through rote learning.

### **2.3 Activities to be facilitated by SLOW.**

- **Young instructor program( from first year of operation)**

Apart from teaching and demonstrating to experiment the program will identify and train students to be young instructor where children teach their peers. A select group of students will be identified with the help of instructor and teachers based on their innate curiosity questioning nature and ability to think laterally and not on their grades. They explain scientific concepts at science fair to other children. Learner absorbs concepts and information better to their peer instructor without the fair of being reproach, eliminating barrier that normally exists between an adult and a child. Young instructor will take initiative in their communities and act as agent of change.

- **Science Fair (from first year of operation)**

Science fair will be held to reach out to a larger group of children across age groups. Using simple models, 14-16 year old young instructors demonstrate scientific phenomena such as the solar and lunar eclipse, seasonal changes, concepts such as pressure and volume relationship and protein chains that link together to form insulin. The science fair, in addition to targeting a large audience of children, will serve as a platform to encourage young instructors to share science concepts with their peers (through the peer to peer learning methods). This will facilitate greater interaction and understanding of concepts, boost confidence and improve their communication skills.

- **Teacher training (After one year of operation)**

Teacher training program aims to diffuse and propagate creative-thinking and problem solving skill among school teachers. The program uses non standard approaches to transfer teachers, for example, by offering models that integrate learning and knowledge across the different subject areas. The program works with mixed groups of teachers and children to raise interaction and bridge the gap between teacher training and the demands of the school classroom.

## **2.4 Objectives:**

The objectives of our proposed collaboration over 3 years are as follows:

1. Increase access to practical, hands-on Science education for economically disadvantaged school children.
2. To spark Curiosity, Creativity and build leadership among underprivileged children.
3. To supplement School system with experiential science learning linked to school syllabus.
4. Train teachers from schools in hands on pedagogy.
5. Introduce peer to peer teaching/learning methodology.



## 2.5 Project Deliverables

At the end of first year, The program would have the following outputs:

### Program deliverables (1 year estimate)

S. No.	Description	Unit	Students Exposures	Teacher Exposures	No. of Schools
1	Science lab on Wheels	2	32,000	500	150-200

- Teacher Training Workshops: Teachers will be trained with an aim to disseminate knowledge and propagate creative-thinking and problem-solving skills.
- The proposal includes Science Fairs and Summer Camps in which young instructors will be identified and trained to demonstrate science concepts to their peers through peer-to-peer learning. This will facilitate greater interaction and understanding of concepts, boosts confidence and improves communication skills.
- These programs help to catalyze local schools and educators and improve the quality of education for rural/ municipal children and teachers.
- Internalization and rapid dissemination of hands-on science into-the school system and creation of a model for replication.
- Significantly improves the classroom learning environment - better and more productive student-teacher interaction, more hands-on learning opportunities with improved overall learning and understanding of concepts.

*\*Exposure — An exposure is essentially a count of the number of times there is face-to-face interaction with an individual (child/teacher/community member). Each exposure is 2-3 hours in duration.*

## 2.6 Project Duration

In order to reach desirable outcomes, a 03 year engagement is being proposed subject to terms and conditions.

## 2.7 Project Location

The project will be operational in West Singhbhum, Jharkhand.

Unit 1 shall cover the blocks of Bandgaon, Chakradharpur, Sonua, Gudri, Goelkera, Khuntpani, Sadar Chaibasa, Jhinkpani and Tantnagar.

Unit 2 will cover Manjhari, Hatgamharia, Tonto, Kumardungi, Jagannathpur, Manjhgaon, Noamundi, Manoharpur and Anandpur blocks.

## **2.8 Project deliverables**

	<b>Description</b>	<b>Unit</b>	<b>Year</b>
1	Vehicle for Science lab on wheel including registration, permits, GST, GPS, Speed Governor, Artwork, stickering and refurbishing	2	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> year
2	Science models and experiments, tables		1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> year
3	Instructors training for 15 days including travel cost	4	1 <sup>st</sup> year
4	Salaries and allowances of Instructors/supervisors/Drivers		
A	Drivers	2	1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> year
B	Instructors	4	1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> year
5	Program Cost		
	Diesel for visit of school, Consumables and model replacement, breakage replacement, Communication and stationary, Vehicle repair and maintenance, lubricants for vehicle, Insurance, permits, fitness certificate, staff travel expenses, miscellaneous and contingencies etc.		1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> year
6	Training, Quality, Monitoring (Flat Fee)		1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> year
7	Management cost 11%		1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> year

Notes:

- In order to achieve a desirable program outcome, project will be for 3 year engagement.
- The annual operating expenses will be subject to 12% escalation year on year.
- The number of days the program will operate will depend on the school academic cycle of the state/district.

## **2.9 Financial Outlay**

Estimated Financial Outlay for three years for the assignment is Rs. 1.10 Crore inclusive of GST @ 18%.

### **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 DEO-WSM 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 DEO-WSM. Any notification of preferred bidder status by the DEO-WSM shall not give rise to any enforceable rights by the Bidder. The DEO-WSM may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DEO-WSM.

(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 Clarifications:**

**Every attempt will be made to clarify the quarries and doubts of bidders. For any clarification the bidders will have to ensure:**

(a) That the pre bid queries on this RFP should reach to the Authorized Officer by post or email on or before the due date of tender submission, mentioned in the 'Key events and dates' table. The contact details of the

Authorised Officer is given below:

**District Education Officer, Chaibasa, West Singhbhum**  
New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa,  
West Singhbhum, JHARKHAND) .

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

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

(c) DEO-WSM shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications/queries posted after the date and time mentioned in the 'Key events and dates' table will not be entertained.

(d) The DEO-WSM will endeavor to provide timely response to all queries. However DEO-WSM makes no representation or warranty as to the completeness or accuracy of any response made in good faith.

(a) At any time prior to the last date for receipt of bids, DEO-WSM 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.

(b) The Corrigendum (if any) will be posted on the [www.chaibasa.nic.in](http://www.chaibasa.nic.in)

(c) Any such corrigendum shall be deemed to be incorporated into this RFP.

(d) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DEO-WSM may, at its discretion, extend the last date for the receipt of Proposals.

### **3.4. Key Requirements of the Bid:**

#### **3.4.1 Right to Terminate the Process:**

(a) DEO-WSM may terminate the RFP process at any time and without assigning any reason. DEO-WSM 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 DEO-WSM. The bidder's participation in this process may result DEO-WSM selecting the bidder to engage towards execution of the contract.

#### **3.4.2 RFP Document Fees:**

RFP document can be downloaded at the website provided in the Fact sheet. A non-refundable bank demand draft of Rs. 10,000/- drawn in favour of District Education Officer, West Singhbhum, payable at Chaibasa from any of the nationalized Banks should be submitted at this office

The original copy of demand draft against bid document has to be submitted in the office of District Education Officer, West Singhbhum, payable at Chaibasa.

### 3.4.3 Earnest Money Deposit (EMD)

- (a) Bidders shall submit, EMD of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) in the form of a Demand Draft or bank guarantee issued by any nationalized or scheduled bank in favour of 'District Education Officer, West Singhbhum, payable at Chaibasa, and should be valid for 6 months from the due date of the tender / RFP. The original copy of the EMD against bid document has to be submitted in the office of District Education Officer, West Singhbhum, payable at Chaibasa.
- (b) EMD of all unsuccessful bidders would be refunded by District Education Officer, West Singhbhum, 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 3
- (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.

### 3.4.4. Submission of Responses

- (a) The tender should be submitted through **Request for Proposal** 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 Request for Proposal in Two Bid system consisting of Technical Bid and Financial Bid enclosing all required papers.
- (d) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the standard formats given in RFP at the respective stage only. The bidders shall Submit the attested scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in proper order in a separate envelop marked "Technical Bid". The bidder shall sign on the supporting statements, documents, certificates, submitted by him, owning responsibility for their Correctness / authenticity.
- (e) The Tender Inviting Officer is not responsible for any failure or postal delay in receiving the tender.
- (f) The financial bid should be submitted in separate sealed envelope.
- (g) The separate sealed Technical Bid and Financial Bid should be submitted in one big envelop with the name and tender no. inscribed on the envelop.

### **3.4.5 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.

### **3.5. Preparation and Submission of Proposal**

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

#### **3.5.2 Language**

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

#### **3.5.3 Venue & Deadline for Submission of proposals**

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)

#### **3.5.4 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) DEO-WSM shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

#### **3.5.5 Evaluation process**

An evaluation committee constituted by DEO-WSM 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 DEO-WSM 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) Financial bids of only those bidders who qualify the technical evaluation will be opened.
- (g) All other Financial Bids will be returned un-opened. The place, date and time for the opening of the Financial Bids shall be announced separately to only technically qualified bidders.
- (h) The bid with the lowest Price (Financial), (L1) will be considered as the successful bid
- (i) The DEO-WSM 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 Financial 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 West Singhum, Jharkhand. The Bidder shall furnish the required information to DEO-WSM and its appointed representative on the date asked for, at no cost to the DEO-WSM. The DEO-WSM may at its discretion, visit the office of the Bidder, any time before the issue of Letter of Award

### 3.5.6 Tender Opening

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

### 3.5.7 Tender Validity

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

### 3.5.8 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:

Evaluation Committee 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 an Experts Committee under a 'Marking System' as per the following criteria:

SN	PARTICULARS	MAX. MARKS
1	Aggregate Annual Turnover during 2014-15, 2015-16 and 2016-17: <ul style="list-style-type: none"> <li>o More than Rs. 20 Crore = 30 Marks</li> <li>o More than Rs. 15 Crore but less than Rs. 20 Crore= 25 Marks</li> <li>o Rs. 12 Crore or more but less than Rs. 15 Crore= 20 Marks</li> </ul>	30

2	Experience in implementation of science centers/science expositions/ field information dissemination/scientific equipment/education technology etc.: <ul style="list-style-type: none"> <li>o More than 10 Years= 50 Marks</li> <li>o More than 5 Years but Less than 10 Years= 40 Marks</li> <li>o More than 2 Years but Less than 5 Years= 30 Marks</li> </ul>	50
3	Relevant Experience in implementation of Lab On Wheels for schools	20
<b>TOTAL MARKS</b>		<b>100</b>

(c) Commercial Bids of only those Bidders will be opened who score a minimum threshold level of 60 Marks and above in the Technical Evaluation.

(d) Decision of the Experts Committee will be final and binding.

### 3.6 Criteria for Evaluation

#### 3.6.1 Eligibility / Technical Criteria

Sr. No.	Basic Requirement	Specific requirement	Documents Required
1	Eligibility	The bidder can be a firm/organisation/institute/company/corporation/registered society/JV/Consortium incorporated in India	A self certified letter by an authorized signatory/Lead Member of JV/Consortium
2	Turnover	The bidder should have a total aggregate turnover of Rs. 12 Crore during the last three years i.e. 2014-15, 2015-16 and 2016-17 in work related to exhibitions, field information dissemination. In case of JV/Consortium, the turnover of only Lead Member will be counted.	<ul style="list-style-type: none"> <li>▪ Copies of Audited Annual Accounts for last 3 years.</li> <li>▪ Copies of Audited Balance Sheets and Profit &amp; Loss Accounts for last 3 years.</li> <li>▪ Certificate from CA certifying the Turnover and indicating the sources of income.</li> </ul>
3.	Technical Capability	<p>a) The bidder should have experience as prime execution agency in implementation of science centers/science expositions/field information dissemination/scientific equipment/ education technology etc.</p> <p><b>Note:</b> Special credit shall be given to bidders who have implemented Lab On Wheels in schools in last 5 (five) years.</p> <p>b) The bidder should have executed at least 02 contracts; each worth Rs. 1.5 Crore or more in related field for government department/agencies/PSUs during the last 5 (five) years.</p>	<ul style="list-style-type: none"> <li>▪ Customer references (Contact Details) of projects cited.</li> <li>▪ Completion Certificate/ Customer Satisfaction Certificate/Installation Certificate (Any one of the above) for projects cited.</li> </ul>
4	Local Service Centres	The bidder should have office in the state of Jharkhand.	Self Certified Letter by the Authorized Signatory.



5	Blacklisting	The bidder should not have been blacklisted with any of the Central or State Government Department on account of corrupt or fraudulent practices.	Self Certified Letter by the Authorized Signatory.
6	Registration under GST, Adherence to State Tax Laws etc.	a) The bidder should have valid GST Registration Certification. b) The successful bidder will have to comply with relevant tax laws of the state.	a) Copy of the valid GST Certification. b) Undertaking by the Authorized Signatory.

### 3.6.2 Commercial Bid Evaluation

- (a) The Financial Bids only those bidders will be opened who qualify in the Technical Evaluation as per criteria detailed under Item No. 3.5.8 (Tender Evaluation).
- (b) The Bidder, who has submitted the lowest Commercial Bid; shall be considered as the Lowest Bidder (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 services specified in this Bid Document; will be considered.
- (d) The Bid Price shall include all taxes and levies and shall be quoted in Indian Rupees.
- (e) Any conditional bid shall be rejected.

## 3.7 Appointment of Supplier

### 3.7.1 Award Criteria

District Education Officer, West Singhbhum, Chaibasa 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.

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

DEO-WSM reserves the right to accept or reject any proposal, and to annul the tendering 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 DEO-WSM action.

***DEO-WSM reserves the right to reject bid if the price quoted for total project exceeds year wise estimates of the project as given in the background of the RFP.***

### 3.7.3 Notification of Award

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

### **3.7.4 Signing of Contract**

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

### **3.8. 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 DEO-WSM 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 DEO-WSM 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 DEO-WSM for, inter alia, time, cost and effort of the DEO-WSM, in regard to the RFP, including consideration and evaluation of such Bidder's proposal.
- (b) Without prejudice to the rights of the DEO-WSM under Clause above and the rights and remedies which the DEO-WSM may have under the Agreement, if an Bidder, is found by the DEO-WSM 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 execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the DEO-WSM during a period of 2 (two) years from the date such Bidder, is found by the DEO-WSM 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:
  - i. "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 DEO-WSM who is or has been associated in any manner, directly or indirectly with the selection Process 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 DEO-WSM, 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 execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser in relation to any matter concerning the Project;
  - ii. "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. "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;

- iv. "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by DEO-WSM 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
- v. "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.

### **3.9. Conflict of Interest**

The Vendor shall disclose to DEO-WSM 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.

### **3.10. Liquidated Damage/Penalties**

#### **3.10.1 Availability of the infrastructure &Penalty for Delay in installation and Non-Performance**

##### **3.10.1.1 Penalty for delay in installation**

(i) In case of delay in installation / short installation penalty will be recovered from the security deposit or may be deducted from the first payment at the following rates:

(a) **Delay upto 15 days:**

0.5% of rate quoted

(b) **Delay exceeding 15 days but not exceeding 30 days:**

1.0% of rate quoted

(c) **Delay exceeding 30 days but not exceeding 60 days:**

1.5% of rate quoted

(d) **Delay exceeding 60 days:**

2% of rate quoted

(ii) If the bidder fails to install the Science Lab on Wheel within stipulated period, the contract may be cancelled and DEO-WSM is empowered to make alternative arrangements and the charge will be borne by the bidder.

##### **3.10.1.2 Penalty for Non Performance**

1. Computer hardware and other peripherals
  - i. Onsite maintenance of Bus
  - ii. H/W & S/W trouble shooting training for teachers/faculty members
  - iii. Help desk services for Hardware, Software related problems
  - iv. Installation of application software & all Educational software

## **Responsibilities**

- a) The bidder shall ensure repairing / replacement of all faulty material within the shortest possible time thus ensuring minimum downtime, failing which applicable penalty will be imposed.
- b) The bidder shall be responsible for maintaining the desired performance and availability of the system/services.
- c) If any equipment gives continuous trouble, say six times in one month during the contract period, the bidder shall replace with new one without any additional cost to the purchaser.

During contract period, if the complaint is not attended and resolved within 4 working days (School working days), after lodging complaint for each delayed days following penalty will be deducted

- i. For Penalty of Rs. 100.00 per delayed week.
- ii. For Peripherals (Printer/UPS/Voltage Stabilizer) or networking components the penalty of Rs. 100.00 per delayed week.
- iii For all other equipment not covered (i. and ii. Above) above the penalty of Rs. 100.00 per delayed week.

If the bidder fails to keep the equipments in the working conditions the penalty will be recovered against from performance bank Guarantee submitted by the bidders / Quarterly Payment.

Note: If bidder does not rectify the problem within the time frame, then DEO-WSM can also rectify the problem and deduct the payment from bidder.

### **3.11 Force Majeure**

(a) Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or DEO-WSM 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 DEO-WSM 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 120 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**

#### **3.12.1 Scope of Work**

(a) While District Education Officer, West Singhbhum recognizes that utilization of proprietary methods or protocols sometimes provides competitive advantage, DEO-WSM will give preference to those vendors whose products support recognized industry standard methods and protocols. Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products

should be offered in current production as of the date of the award. For purpose of this contract “current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable. All equipment ordered as stated in the RFP must be installed fully configured with the required memory, components, and selected or specified operating system.

(b) Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues. If a product will be discontinued within the given refresh period, DEO-WSM must be notified in writing, before the refresh period begins, with an explanation of when and why the change will be necessary. In this case product can be changed with equivalent or higher configuration. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).

**3.12.2 DISTRICT EDUCATION OFFICER, WEST SINGHBHUM** intends to enhance the Science Technology Mathematics knowledge of Students of Government Schools in the district of West Singhbhum to have the following impact on the education quality.

- The Solution should include a Science Lab on a moving vehicle like bus so that it can move to different schools in the District of West Singhbhum.
- The Solution should also include the concept of digital content display to make the learning interactive and more effective.
- It should have the furniture provision also along with at least 100 Science and Math exhibits should be installed. These exhibits should be mapped with the curriculum followed by the Schools of Jharkhand Government from class IX to XII.
- The exterior and interior of the bus should be relevant to the proposed concept and should be attractive so as to gain attention of the school and community
- All the manpower support like driver, instructor, with fuel and maintenance to be included in the proposal

**Warranty & Comprehensive Maintenance**

- The complete system shall be under 3-4 years warranty and maintenance after successful handing over of the same to district education officer.

If required, tendering authority may ask the contractor for the management of the infrastructure set-up under the project after one year at an agreed price.

**3.12.3 Deliverables & Timelines**

Installation, testing and commissioning of Systems and accessories shall be completed as per the following schedule:

a)	Signing of Contract	Day 01
b)	Commissioning of the Systems	30 days from the signing of Contract
c)	Deputing manpower as asked	Within 30 days from the signing of Contract
d)	Teacher Training	To be started after the installation of the hardware & content in the schools have been completed

### **3.12.4.1 Penalty for Delay in Commissioning of the Systems**

As mentioned under section 3.10.1.1.

### **3.12.5 Indemnity on infringement of third party Intellectual Property Rights**

- (a) The bidder shall hereby confirm that none of the items, being provided by them is infringing on any foreign/ domestic patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
- (b) The bidder shall indemnify Authority against all losses, cost/claims/legal claims/liabilities, suits or proceedings, arising from third party claim in this regard at any time on account of the infringement or unauthorized use of any domestic or foreign patent rights, copyrights or intellectual and industrial property rights of any such parties or other intellectual property, proprietary or confidentiality rights with respect to, whether such claims arise in respect of manufacture or use. If, in any such suit claim or proceedings, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the bidder shall promptly make every reasonable effort to secure for the Authority, an authorization/ license, at no cost to the Authority, authorizing continued use of the infringing work. If the bidder is unable to secure such authorization/license within a reasonable time, the bidder shall, at its own expense and without impairing the performance standards either replace the affected content, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.
- (c) Without prejudice to the aforesaid indemnity, the bidder shall be responsible for the completion of the supplies including uninterrupted use of the items/product or any part thereof to Authority and persons authorized by Authority, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
- (d) If it is found that it does infringe on patent rights, the Service Provider shall absolve Authority of any legal action.

### **3.13 SPECIAL CONDITIONS OF THE CONTRACT**

The following clauses shall supplement the Instructions to Bidders.

#### **3.13.1 Insurance**

The equipment and services supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to DEO-WSM after the project period ends.

#### **3.13.2 Miscellaneous**

- i. The successful bidder/contractor shall maintain the hardware, software and connected accessories in proper working condition throughout the contract period.
- ii. The students/teachers shall not be charged any fee by the contractor.
- iii. The normal school hours will be between 08.00 A.M and 2.00 P.M. subject to any variations at district or school level as may be intimated from time to time.
- iv. The Bidder shall impart teacher training in Hindi as the medium of instruction.
- v. The project duration shall be 3 years. Every quarter the DEO-WSM will review the performance of the bidder.

- vi. Bid with incomplete information OR not in accordance with instructions or without Bid Security & bid processing fees are liable to be rejected.
- vii. Competent Authority will have the right to inspect the schools of the Bidder already in operation for the purpose of verification and assessing the fulfillment of qualification criteria by the bidder.
- viii. The implementation schedule specified in the Contract shall be strictly adhered to.
- ix. DEO-WSM reserves the right to award the contract to more than one Bidder and fix the number of districts & geographical area to different bidders based on the financial, technical and service capability of the Bidder.
- x. The Science Lab on Wheels must be available for inspection by the competent authority of Govt. of Jharkhand/District Administration, anytime during the project period.
- xi. Adequate care shall be taken by the selected bidder for the safety and security like Insurance, Watch and Ward etc in respect of the all the materials supplied in the lab.
- xii. The employee of the bidder will not claim any employment with purchaser department during or after the contract period.
- xiii. The bidder/contractor has to observe all statutory compliances like taxes, Minimum wages act etc. of Govt. of Jharkhand/Govt. of India as and when applicable during contract period.
- xiv. Any disruption in the services and cost arising from the same due to such non-compliance will be sole responsibility of the bidder/contractor.

### **3.14. Payment Procedure and Terms**

#### **3.14.1 Paying Authority**

(a) The payments as per the Payment Schedule covered hereinabove shall be paid by this office of DEO-WSM. 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 School and Block authority. 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.

#### **3.14.2 Payment Schedules**

<b>Sl. No.</b>	<b>Milestone</b>	<b>Billable fee (as % of Contract Value)</b>
1	Part I (Advance payment for Vehicle Purchase)	Part I (Advance payment for Vehicle Purchase) : I. 10% of the total value of the Project Cost will be paid to the contractor as advance payment for the purchase of the Vehicle.
2	Part II (Project Development Cost)	Part II (Project Development Cost) : On completion of successful inspection of LOW, 30% of the total project cost will be paid to the contractor.
3	Part III (Project operation Cost)	III. (Project operation Cost): The cost of Providing Manpower Services, managing Science Lab on

Sl. No.	Milestone	Billable fee (as % of Contract Value)
		<p>Wheels will be paid to the bidder in 12 equal installments with 5% of the total project cost once every 3 months. The payment becomes due on the satisfactory completion of service every quarter and shall be paid at the beginning of the succeeding quarter. Bidder need to furnish the quarterly performance reports signed by the block authority along with the invoice.</p> <p>The first quarter will start on the date of completion of installation of Lab on Wheel.</p>

**4. Award of Contract:**

**4.1 Deciding Award of Contract:** The process of decision and award of contract shall be as under:-

- a. The bidder with the Lowest quote (L1 bidder) in particular division will be considered for allotment of work in that division
- b. If same rate is quoted by more than one bidder for a particular division, then department reserves the right to take further decision
- c. DEO-WSM reserves the right to reject any or all offers received from the bidders without assigning any reasons.



## **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: Letter of Proposal
- Form 2: Check List and Index
- Form 3: Manufacturers authorization form
- Form 4: Format for Performance Bank Guarantee
- Form 5: Compliance Sheet for Technical Proposal
- Form 6: Self-declaration – No blacklisting undertaking
- Form 7: Bidder Profile
- Form 8: Power of Attorney
- Form 9: Covering Letter
- Form 10: Bidder Experience
- Form 11: Financial Information Summary
- Form 12: Describing the technical competence and experience of the bidder
- Form 13: Undertaking that the bidder is quoting for all the items (including services) mentioned in the tender.
- Form 14: Bidders to provide references of their proposed shared computing solution being under full use
- Form 15: Reference list of major clients (using equipment/services similar to the present Requirement of DEO-WSM).
- Form 16: Solvency Certificate from Bank for meeting the expected cost of the Bid.

### **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) Bidder has to upload only the same product information Brochure which is being provided in the bid including the Model features.

### **Forms to be submitted in Financial Proposal**

- Form 17: Financial Bid

### **Important Information:**

Bidders have to provide the Technical Bid as well as Financial Bid.

**Form 1: Letter of Proposal**

**To:**

District Education Officer  
West Singhbhum  
New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa  
West Singhbhum. (JHARKHAND)

**Subject:** Submission of the Technical bid for ‘Supply, installation and maintenance of Science Lab on Wheels (Establishment of Science lab, Models, Computer Hardware, including networking equipment, Applications software, fixtures, furniture and Vehicle etc.) for government schools across rural and urban areas of West Singhbhum, Jharkhand in an efficient and effective manner for three years.’.

**Dear Sir/Madam,**

We, the undersigned, offer to provide Models, Hardware supply & related services to the DEO-WSM on with your Request for Proposal dated ..... and our Proposal. We are hereby submitting our proposal which includes this Technical bid and the Financial Bid. 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 Key events and Dates and 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.

Detail of Demand draft submitted towards Cost of Bid	
Detail EMD in the form of Demand Draft or bank Guarantee submitted	

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 2: Manufacturers / OEMs authorization form**

Date:

To:

District Education Officer  
West Singhbhum  
New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa  
West Singhbhum. (JHARKHAND)

***OEM Authorization Letter***

Dear Sir,

Ref: Your RFP Ref: [\*] dated [\*]

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above project.

Yours faithfully,

For \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of \_\_\_\_\_ M/s \_\_\_\_\_  
(Name of the manufacturer)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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

Directorate Seal

Note: This letter of authority should be on the letterhead of the concerned provider and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**Form 3: Performance Bank Guarantee Format**

To,

District Education Officer  
West Singhbhum  
New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa  
West Singhbhum. (JHARKHAND)

Whereas.....(hereinafter called “the Bidder”) has submitted its Bid dated .....  
(date of submission of Bid) for Supply, installation and maintenance of Science Lab on Wheels  
(Establishment of Science lab, Computer Hardware, including networking equipment, furniture and  
Vehicle etc.) for government schools across rural and urban areas of West Singhbhum, Jharkhand in  
an efficient and effective manner for three years. in terms of the Tender dated ..... issued by  
the DEO-WSM, Chaibasa, (hereinafter called “the Bid”).

Whereas as per Section 3.13.1 Clause of the Bid, the Bidder is required to furnish a bank guarantee  
as Performance Guarantee from a Scheduled Nationalized Bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted  
the

Bid, We, (name and address of the bank), (hereinafter called “the Guarantor Bank”), have agreed to  
bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as  
under

NOW THIS GUARANTEE WITNESSED: -

1. If the Bidder

having been notified of the acceptance of its Bid by the District Education Officer, West Singhbhum,  
Chaibasa

(a) 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 District Education Officer, West  
Singhbhum, Chaibasa, without any demur and without the District Education Officer, West  
Singhbhum, Chaibasa, 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 District Education Officer, West Singhbhum, Chaibasa, notwithstanding any  
objection or dispute that may exist or arise between the District Education Officer, West Singhbhum,  
Chaibasa, and the Bidder or any other person.

3. The demand of the DEO, West Singhbhum 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 District Education Officer, West Singhbhum, Chaibasa, 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 District Education Officer, West Singhbhum, Chaibasa.

6. To give full effect to the Guarantee contained herein, the District Education Officer, West Singhbhum, Chaibasa, 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 District Education Officer, West Singhbhum, Chaibasa, in writing or up to and including 3 year from the date of signing of contract, i.e. up to \_\_\_\_\_2021, and any demand in respect thereof should reach the Bank not later than the above date.

Dated ..... this ..... day .....2018 Yours faithfully,

For and on behalf of the ..... Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

**Notes:**

- 1. Performance Bank Guarantee To be executed at the time of Signing of Contract by the Selected Vendor.**
- 2. In case FDR is submitted, the same should be pledged in favour of District Education Officer, West Singhbhum, Chaibasa, (Jharkhand).**

**Form 4: Self-declaration – No Blacklisting undertaking  
(On bidder’s letter head)**

To,

District Education Officer  
West Singhbhum  
New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa  
West Singhbhum. (JHARKHAND)

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for ‘Supply, installation and maintenance of Science Lab on Wheels (Establishment of Science lab, Models, Computer Hardware, including networking equipment, Applications software, furniture and Vehicle etc.) for government schools across rural and urban areas of West Singhbhum, Jharkhand in an efficient and effective manner for three years’, 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 <ul style="list-style-type: none"> <li>• Government/ Public Sector Undertaking propriety firm</li> <li>• Partnership firm (if yes, give partnership deed)</li> <li>• Limited company or limited corporation</li> <li>• Member of a group of companies (if yes, give name and address, and description of other companies)</li> <li>• 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.</li> </ul>	
8	Is the firm registered with sales tax/ GST department? If yes, submit valid sales tax/ GST 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 Labour Laws Contract Act? If yes, submit valid registration certificate.	
11	Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the officers. Total number of employees -	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
13	What type best describes your firm? (documentary proof to be submitted) <ul style="list-style-type: none"> <li>• Manufacturer</li> <li>• Supplier</li> </ul>	

Sr. No.	Details	
	<ul style="list-style-type: none"> <li>• System Integrator</li> <li>• Consultant</li> <li>• Service Provider (pl. specify details)</li> <li>• Software Development</li> <li>• Total solution provider (Design, Supply, Integration, O&amp;M)</li> <li>• IT Company</li> </ul>	
14	Number of Offices / Project Locations	
15	Do you have a local representation /office in Jharkhand? 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)	
18	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.	
19	List the major clients with whom your organization has been/ is currently associated.	
20	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.	
21	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)	
22	In how many projects you were imposed penalties for delay? Please give details.	
23	The bidder shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the bidder or any member of the Consortium. If nil, an undertaking from the bidder/ prime member of the consortium mentioning the same.	
24	Please submit the Solvency certificate.	
25	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	



**Form 6: Power of Attorney**

To,

District Education Officer  
West Singhbhum  
New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa  
West Singhbhum. (JHARKHAND)

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:

Authorized Signatory:

Seal of the Organization: Date

**Form 7: Covering Letter**

To:

District Education Officer  
West Singhbhum  
New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa  
West Singhbhum. (JHARKHAND)

**Subject:** Submission of the financial bid for ‘Supply, installation and maintenance of Science Lab on Wheels (Establishment of Science lab, Models, Computer Hardware, including networking equipment, Applications software, furniture and Vehicle etc.) for government schools across rural and urban areas of West Singhbhum, Jharkhand in an efficient and effective manner for three years’.

**Dear Sir/Madam,**

We, the undersigned, offer to Supply, installation and maintenance of Science Lab on Wheels (Establishment of Science lab, Models, Computer Hardware, including networking equipment, Applications software, furniture and Vehicle etc.)in accordance with your Request for Proposal dated .....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., .....

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	Turn Over ( Rs. Crores)				
	2012-13	2013-14	2014-15	2015-16	2016-17

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: Undertaking that the bidder is quoting for all the items (including services) mentioned in the tender.**

(On bidder's letter head)

**Form 12: Reference list of major clients (using equipment/services similar to the present requirement of DEO-WSM)**  
(On bidder's letter head)

**Form 13: Solvency Certificate from Bank for meeting the expected cost of the Bid.**

(On bidder's letter head)



**Form 14: Financial Bid**  
(Unit -.....)

District Education Officer  
West Singhbhum  
New Collectorate Building, 3<sup>rd</sup> Floor, Chaibasa  
West Singhbhum. (JHARKHAND).

**Financial Bid**

Supply, installation and maintenance of Science Lab on Wheels (Establishment of Science lab, Models, Computer Hardware, including networking equipment, Applications software, furniture and Vehicle etc.) for government schools across rural and urban areas of West Singhbhum, Jharkhand in an efficient and effective manner for three years'.

Name of Bidder.....

Registered Office Address  
.....

S.No	Item of Work	Unit	Rate Per Unit	Total Amount
<b>A</b>	<b>NON RECURRING</b>			
1	Vehicle (Bus) for installation of Science Lab on Wheels			
2	Digital content display to make the learning interactive and more effective.			
3	Furniture in Lab			
4	100 Science and Math exhibits mapped with the curriculum followed by the Schools of Jharkhand Government from class IX to XII.			
5	Provision of electricity (Preferably Solar generated) and space to mount the Interactive device and its required Components			
7	The exterior and interior of the bus should be relevant to the proposed concept and should be attractive so as to gain attention of the school and community			
	<b>Total for Non Recurring</b>			
<b>B</b>	<b>RECURRING</b>			
1	Salary for Driver per year			
2	Salary for Cleaner per year			
3	Salary for Instructor per month			
4	Cost of fuel and maintenance of Vehicle and Lab Per Year			
5	Insurance of Science lab on Wheels per Year			
	<b>Total for Recurring</b>			
	<b>Grand Total</b>			

The price quoted shall be inclusive of Cost, insurances, freight, VAT, CST, GST, etc. & all kind Of applicable taxes including the maintenance cost for 3 (Three)years.

## Annexure II: Draft of Contract Agreement

1. An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Month, 2018 between "....." (hereinafter called "The agency", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the District Education Officer, West Singhbhum, Chaibasa "the DEO-WSM" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the Agency has agreed with the DEO-WSM, to impart Science Lab on Wheels for Government Secondary / Senior Secondary Schools of unit \_\_\_\_\_ Blocks of West Singhbhum District (as defined in the \_\_\_\_\_ dated \_\_\_\_\_ hereinafter called the "the tender document") of West Singhbhum in the manner set forth in the terms & conditions of the tender document and at the price set forth in the Letter of Intent number ..... dated ..... hereinafter called the LoI.

3. And whereas the successful renderer has deposited a sum of Rs. .... through the Bank Guarantee/FDR No. .... Dated.....

4. Now these Presents witness:

i. In lieu of imparting Science Lab on Wheels in blocks set forth in effective way and thereof in the manner set forth in the conditions of the tender document and the RFP, the DEO-WSM will make payment to the agency through Demand Draft/Cheque/RTGS transfer at the rate set forth in the final Price Schedule appended herewith.

The payment schedule will be according to the tender document.

ii. The conditions of the tender and contract given in the tender document and RFP will be deemed to be taken as part of this agreement and are binding on the agency executing this agreement.

iii. The mode of payment will be as per terms and conditions of the tender document. The DEO-WSM, will make payment to the agency. The Financial Liability and obligation will be the part of the DEO-WSM for the payments.

5. The Installation of Science Labs on Wheels and Provision of Services under the tender document and RFP shall be completed as per the tender document.

6. Liquidated damages/penalty and termination due to non-fulfillment of contract and other, if any, shall be as per terms and conditions of the above referred tender document.

7. The following documents shall be deemed to form and be read and as part of this agreement, viz:

(a) The tender document (RFP No. \_\_\_\_\_ dated \_\_\_\_\_) and the further amendments with every terms & conditions, technical specifications performance security form etc.

(b) The final price schedule based on the negotiation on the original price schedule submitted by the agency. (Form 14)

(c) The list of the make & model (as finalized by the agency and accepted by the DEO-WSM) of

the materials in accordance with the specifications given in the tender document and further amendments.

**However in case of any contradictions regarding the terms & conditions and specifications etc the tender document and its further amendments will prevail while all questions relating to interpretation of the tender document or this agreement shall be decided by the DEO-WSM.**

8. The DEO-WSM and the agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations., the DEO-WSM and the agency have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the appropriate act/laws prevailing in Jharkhand State. All Arbitration proceedings shall be held at Chaibasa, Jharkhand and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

9. The validity of this agreement will be for three years from the date of signing the agreement.

In witness whereof, the parties, hereto have set their hands on this .....day of Month ..... 2018.

SIGNATURE OF THE AGENCY

SIGNATURE FOR THE DEO-WSM

WITNESS No. 1

WITNESS No. 1

WITNESS No. 2

WITNESS No. 2