



## Invitation For Expression of Interest (EOI)

**for**

Expression of interest (EOI) “Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Bihar for ERP Training”.

**EOI No:** ERP Training/2025/01/109

**Dated:** 27/02/2025

**Bihar Institute of Public Administration and Rural Development**

**1. Introduction: -**

- a. BIPARD is an apex Institute of Training and Research in the field of Public Administration, Rural Development, Disaster Management, Panchayati Raj, Non-Government Organization, Urban Development, Land, Water Management and Sanitation etc. BIPARD has got two campuses, one in the Gaya district of Bihar and another in Patna.
- b. BIPARD invites bids from experienced agencies for the Empanelment of Agency for Imparting of Digital Skilling in Technical Institutes in Bihar for ERP Training. All proposals submitted in response to the EOI document must be accompanied by an EMD of the amount specified in this EOI, **paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) via e-Proc2 Portal**. Bids submitted without adequate EMD will be liable for rejection.
- c. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the EOI documents. Failure to furnish all information required as mentioned in the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.
- d. The Authority of BIPARD, Gaya reserves the right to reject any or all the tenders without assigning any reason or cause.

**2. Schedule of Bid Process: -**

S. No.	Information	Details
1.	EOI No. and Date of availability	EOI No: ERP Training/2025/01/109  Available for download from 27 <sup>th</sup> Feb 2025.06:00 PM
2.	Last date for submission of written queries for clarifications	3 <sup>rd</sup> March 2025, 05:00 pm Email: <a href="mailto:bipardgayaeproc@gmail.com">bipardgayaeproc@gmail.com</a>
3.	Date of pre-Proposal Meeting	5 <sup>th</sup> March 2025, 03:00 PM Google Meet meeting ID: <a href="https://meet.google.com/tfq-ixje-pua">https://meet.google.com/tfq-ixje-pua</a>
4.	Release of response to clarifications	06 <sup>th</sup> March 2025, 5:00 PM
5.	Last date of submission of bid	13 <sup>th</sup> March 2025, 3:00 PM
6.	Opening of Technical Bids	13 <sup>th</sup> March 2025, 4:00 PM
7.	Contact person for queries	Shri Gautam Arya Senior Assistant Director, BIPARD, Gaya Email id: - <a href="mailto:bipardgayaeproc@gmail.com">bipardgayaeproc@gmail.com</a>

**3. DISCLAIMER**

1. All information contained in this EOI subsequently provided are in good faith. This EOI is not an agreement or an offer by BIPARD to the prospective applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the

formulation and submission of their applications pursuant to this EOI.

2. This EOI includes statements, which reflect various assumptions and assessments arrived at by BIPARD concerned Authority/ Nodal in relation to the selection of industry partner. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
3. BIPARD accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this EOI.
4. BIPARD 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 EOI, without assigning any reason or providing any notice and without accepting any liability for the same.
5. The issue of this EOI does not imply that BIPARD is bound to select an applicant or to appoint the selected applicant. BIPARD reserves the right to cancel this request for EOI and/ or invite afresh with or without amendments to this request for EOI, without liability or any obligation for such request for EOI and without assigning any reason. Information provided at this stage is merely indicative.
6. By getting empaneled for this EOI it does not give any guarantee for the number of students and training locations for the Skilling to be conducted. The engagement with the prospective empaneled partner is purely dependent on demand of that ERP in job market and additionally interest shown by the Colleges and their respective students. It may be noted in addition to this, BIPARD reserves all rights to supersede any interest shown by the college and cancel the programs implementation without giving any reason.

#### **4. Instruction to Applicants**

- a) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Applicants must:
  - i. Include all documentation specified in this document.
  - ii. Follow the format, specified in this document and respond to each element in the order as set out in this document.
  - iii. Comply with all requirements as set out in this document.
- b) Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained
- c) The Proposals submitted by telex/telegram/fax etc. shall not be considered. No correspondence will be entertained on this matter
- d) BIPARD will not be responsible for any delay or non-receipt or non-delivery of the Expression of Interests. No further correspondence on this topic will be entertained.
- e) BIPARD has the right to modify and amend any of the stipulated conditions / criterion depending upon project priorities and exigencies.

#### **Compliant Proposals/ Completeness of Response**

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

Failure to comply with the requirements of this paragraph may render the bid as non-compliant and the bid may be rejected.

Applicants must:

- i. Include all documents mentioned specifically in this Bid;
- ii. Strictly follow the formats of this document and respond to each element in the order as set out in this document.
- iii. Comply with all requirements as set out within this document.

## 5. Scope of Work

The Agency shall be responsible for –

- a) Providing ERP Education OEM approved licenses for the students of Government Polytechnic Institutes, and Government Engineering colleges in Bihar for training in ERP.
- b) Empaneled partner is expected to deeply engage with registered institutes for the program from familiarizing the skills to potential career opportunities.
- c) Impart Skilling in ERP in the following domains as mentioned in course directory of OEM for the topics as mentioned below and as suited to domains to whom these courses are to be imparted i.e; Engineering & Polytechnic
  - i) Materials/ Procurement Management
  - ii) Technical module/s for Business Application programming for ERP
  - iii) Any other relevant subject areas in the space of ERP like Cloud, Analytics, Enterprise Security, App Developers etc.

### Curriculum – B Tech / MCA Students

#### SAP Courses for Back End Developer ABAP Cloud

SAP Course Code	SAP Course Description	Course Duration (Days)
S4D400	Basic ABAP Programming	4
S4D401	Intermediate ABAP Programming	5
S4D430	Data Modelling in ABAP Dictionary and ABAP Core Data Services	4
S4D437	Transactional Apps with the ABAP RESTful Application Programming Model	3
S4D425	Introduction to application programming in SAP HANA	3
	<b>Total</b>	<b>19</b>

1. Working with the ABAP development environment
2. Basic techniques in the ABAP language
3. Simple object-oriented concepts
4. Using ABAP SQL to access the database
5. Simple and complex data types
6. Business objects and entity manipulation language
7. The ABAP RESTful application programming model
8. Analyzing and testing code
9. Data types and type conversions
10. Processing character fields
11. Using code pushdown in ABAP SQL
12. Improving the performance of internal tables
13. Implementing authorization checks
14. Designing effective object-oriented code
15. Defining and working with exception classes
16. Adding documentation to ABAP code
17. Data modeling in ABAP
18. Creating database tables
19. Defining global types
20. Defining CDS views
21. Defining relationships and associations between objects
22. Using code pushdown in CDS views
23. Defining meta objects for ABAP dictionary objects and CDS views
24. The ABAP RESTful Application Programming Model (RAP)
25. RAP Business Objects (RAP BOs)
26. Update and Create in Managed Transactional Apps
27. Draft-enabled Transactional Apps
28. Transactional Apps with Composite Business Objects
29. Unmanaged Transactional Apps
30. SAP S/4HANA Extensibility Overview
31. SAP Fiori Launchpad Adaption
32. Key User Extensibility
33. Side-by-Side Extensibility

### Curriculum – MBA/M.Com

#### SAP Courses for Financial Accounting

SAP Course Code	SAP Course Description	Course Duration (Days)
TS4F01	Financial Accounting in SAP S/4HANA – Part I	10
TS4F02	Financial Accounting in SAP S/4HANA - Part II	10
	<b>Total</b>	<b>20</b>

1. Financial Accounting Organizational Units
2. Financial Accounting Master Data
3. Financial Document Control
4. Financial Document Postings
5. Automatic Payment Processing with clearing of open items
6. Automatic Dunning Processing for creating dunning notices
7. Correspondence
8. Special G/L transactions and document parking
9. Validations and substitutions in Financial Accounting
10. Archiving in Financial Accounting
11. Organizational structures, master data, and business processes in Asset Accounting
12. Chart of depreciation, depreciation area, asset classes, master data, asset transactions, valuation, periodic processing, investment support measures, information system, and asset legacy data transfer
13. Overview of month and year-end accounting processes in Financial Accounting Balance sheet and P&L
14. Preparatory closing postings in subledgers and the general ledger
15. Financial Closing Cockpit
16. Configuration of periodic closing in Financial Accounting

- d) Engage OEM Global certified trainer/s of high-quality having industry and academia experience for Training of Trainers (ToT) and specialized sessions for participating students.
- e) Facilitate student and teachers' exposure to various OEM conferences including the user conferences.
- f) Also explore the possibilities of giving hands on experience through hackathons/ideations to enhance the student experience which may potentially lead to employment opportunities.
- g) Facilitate standard ERP courses and provide course duration as specified by OEM
- h) Design, develop, and implement Continuous Progressive Assessments (CPAs), with one assessment after every 50 hours of learning and/or at the end of module depending upon the course curriculum mutually agreed between the parties.
- i) Prepare students for Global certification examination through simulated mock tests and mentoring sessions from OEM certified trainers.
- j) Provide digital Joint Course Completion Certificate to successful students, enabling them to pursue Global Certification by the OEM
- k) The agency will fix the fee structure for each course offered and submit to BIPARD. The payment of the Fees is to be made by the concerned institute which will utilize licenses of its students.
- l) BIPARD commits to provide ready-to-use Infrastructure and expects the industry partner to provide the complete model (course structure, offerings, execution methodology, self-sustainability model etc) for holistic advance skill development of the said students.
- m) Agency will have to provide performance/ usage reports to be generated with access to such reports available to Govt via a platform/ app etc at a mutually agreeable timeline.
- n) Content access, Help documents and supporting documents to be hosted on an online platform
- o) Providing Statutory eFiling OEM approved licenses for the students of Government Polytechnic Institutes, and Government Engineering colleges in Bihar for training in Statutory Compliances.

**6. Right to Accept Any EOI and To Reject Any or All EOIs**

BIPARD reserves the right to accept or reject any EOI and to annul the evaluation process and reject all EOIs at any time prior to award of contract, without liability or any obligation and without assigning any reason or any obligation to inform the affected EOIs or applicants of the grounds for BIPARD action.

**7. Pre- Qualification Criteria for the Bidder**

SN	Criteria	Documents Required
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1.	The Bidder must be incorporated & registered entity.	Certificate of Incorporation/ Registration under the relevant statute
2.	The bidder should have average annual turnover not less than INR 10 Crore in last three financial years. (i.e., FY 2023-24, FY 2022-23, FY 2021-22) coming from its businesses.  For the calculating turnover, turnover of Group / Trust / Society / Association in the business line of Education and Skill Development shall be considered.	Certificate from the statutory auditor and Audited Financial Statement  For FY 2024-25 provisional financial statement from Statutory Auditor needs to be submitted
3.	The Bidder should have positive net worth for a minimum of two years of the previous three financial years (i.e., FY 2023-24, FY 2022-23, FY 2021-22)	Audited Financial Statement and certificate from the statutory auditor
4.	Experience of the bidder in undertaking similar SAP training assignments with at least 1 University / College / Institute recognized by Statutory body for SAP license-based training for Students.  For the calculating years of experience, experience of Group / Trust / Society / Association in the business line of Education and Skill Development shall be considered	Work Order / Contract and relevant documents
5.	The Bidder must be the SAP approved Education Partner, with a minimum association period of Eight years as on Date of Submission of Bid.  For the calculating years of experience, experience of Group / Trust / Society / Association in the business line of Education and Skill Development shall be considered	Authorization from OEM
6.	The Bidder should not be blacklisted as on date of submission of bid by any State or Central Government department/ agency or PSUs in India.	Declaration from Authorized Signatory

7.	Bidder should have experience in running SAP student academy training program	Purchase Order / Agreement from Customer.
8.	Conflict of Interest	Bidder should submit undertaking, that no-conflict of interest shall arise in case of selection of agency, for execution of scope of work

## 8. Technical Bid

The technical Bid should cover the following

- Compliance to the Scope of Work
- Existing Infrastructure include details of qualified staff
- Description of the Approach, Methodology, and Work Plan for Performing the Assignment
- Work Schedule and Planning for Deliverables
- Team Composition, Key Experts Inputs, and their Curriculum Vitae (CV)

## 9. Evaluation of Technical Bid

Sl. No.	Criteria	Maximum Marks
1	Years of business experience: <ul style="list-style-type: none"> <li>a) Between 0 to 5 years: 5 marks</li> <li>b) Between 5 to 10 years: 7 marks</li> <li>c) Above 10 years: 10 marks</li> </ul> The bidder is required to submit the Company Incorporation Certificate.	10
2	Number of Students trained (in SAP Modules) through education setups <ul style="list-style-type: none"> <li>a) Up to 1500 students: 05 marks</li> <li>b) For every 1500 students 2 additional marks up to 20 marks maximum</li> </ul> The bidder is required to submit the Customer Purchase Orders / Agreement Copy. Confirmation from SAP by	25



	Authorised Signatory for logins being purchased.	
3	<p>Years of partnership with SAP</p> <p>a) Between 0 to 8 years: 5 marks</p> <p>b) Above 8 years: 10 marks</p> <p>The bidder is required to submit the letter from SAP confirming the start date of partnership with SAP.</p>	10
4	<p>Average annual turnover (FY 2023-24, FY 2022-23, FY 2021-22):</p> <p>a) Between Rs. 8 Crores to Rs.10 Crores: 5 marks</p> <p>b) For every 2 Crores above Rs.10 Crores: 1 additional mark for each up to maximum of 5 marks</p> <p>The bidder is required to submit the letter from Chartered Accountant</p>	10
5	<p>Association with recognized Universities / institutes / Colleges for SAP license-based training for students</p> <p>a) Between 1 to 3 nos.: 10 marks</p> <p>b) Between 4 to 6 nos.: 15 marks</p> <p>c) Between 7 to 10 nos : 20 marks</p> <p>The bidder is required to submit copies of Agreement / Purchase Order / Memorandum of Understanding</p>	20

1. Bidder should submit documentary evidence to be eligible for award of points in each category.
2. For the calculating years of experience and turnover the experience and turnover of Group / Trust / Society / Association in the business line of Education and Skill Development shall be considered.

Financial Bid of only those Bidders will be opened who score a minimum of 50 marks

## 7. Changes in the Proposal Document:

- i. At any time, prior to the deadline for presenting Proposals, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by an entity modify the EoI documents by issuing an addendum in accordance with the provisions below.
- ii. In case, any modification is made to the EoI document, or any clarification is issued which materially affects the terms contained in the Proposal document, the procuring entity shall publish such modification or clarification on eProc2 Portal.
- iii. In case a clarification or modification is issued to the EoI document, the procuring entity may, prior to the last date for submission of Proposals, extend such time limit in order to allow the entities sufficient time to take into account the clarification or modification, as the case may be, while submitting their Proposals.
- iv. Any entity, who has submitted its Proposal in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Proposals, when changes are made to the Proposal document by the procuring entity, provided that the Proposal last submitted or the Proposal as modified by the Applicant shall be considered for evaluation.

8. The entity should ensure that all the required documents, as mentioned in this Proposal document, are submitted along with the Proposal and in the prescribed format only. Non-submission of the required documents or submission of the documents in different format/contents may lead to the rejection of the Proposal submitted by the entity.
9. Entities are advised to study all instructions, forms, terms, requirements and other information in the EoI documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the EoI document with full understanding of its implications.
10. The entity shall bear all costs associated with the preparation and submission of its Proposal, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Proposal process.
11. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the interested entity and the procuring entity, shall be written only in English Language.
12. This EoI does not bind BIPARD to award a contract.
13. Alternative/Multiple Proposals for one EoI from one entity shall not be consider

## 14. Opening of Proposals:

- i. The Proposals shall be opened in presence of concerned official(s) of BIPARD on the date and time mentioned in the EoI in the presence of the entities or their authorized representatives who choose to be present.
- ii. A list of the entities or their representatives attending the opening of Proposals shall be prepared and their signatures will be obtained. In order to allow participation in the Proposal opening process, the entity's representatives are expected to bring an authority letter to the effect from the company.
- iii. The concerned official(s) shall conduct a preliminary scrutiny of the opened Proposals to assess the prima- facie responsiveness and ensure that the:
  - a. Proposal is valid for the period specified in the Proposal document.
  - b. Other conditions, as specified in the Proposal document are fulfilled/considered.
  - c. Any other information which the committee may consider appropriate.

## 15. Clarification of Proposals

- a. To assist in the examination, comparison and qualification of the Proposals, the concerned officials of BIPARD may, at its discretion, ask any entity for clarification regarding its Proposal.
- b. The authority's request for clarification and the response of the entity shall be in writing.
- c. Any clarification submitted by an entity with regard to its Proposal that is not in response to a request by the concerned officials may not be considered.

## 16. Reservation of Rights

To take care of unexpected circumstances, BIPARD shall reserve the rights for the following:

- a. Extend the closing date for more submission of the Proposal proposals.
- b. Amend the Proposal requirements at any time prior to the closing date, with the amendment being notified to prospective Applicants.
- c. Allow one or more Applicants to change their technical proposal, if the same opportunity is given to all Applicants.
- d. To accept any Proposal not necessarily the highest, reject any Proposal without assigning any reasons and accept Proposal for all or anyone or more than one for which Proposal has been invited.
- e. Terminate or abandon the Proposal procedure or the entire project whether before or after the receipt of Proposal proposals.
- f. Seek the advice of external consultants to assist BIPARD in the evaluation or review of proposals.
- g. Make enquiries of any person, company or organization to ascertain information regarding the Applicant and its proposal.
- h. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.
- i. The decision of BIPARD in this matter shall be final.

## 17. EOI Fee.

EOI document can be downloaded from the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) after paying a Document fee of Rs.10000/-and processing fee of Rs.590 /. The fees will have to be paid online on the above-mentioned website. Proposals received without or with inadequate Document fees shall be rejected.

### Earnest Money Deposit:

## 18.

Bidders shall submit along with their bids, s of Rs **5,00,000** (Five lakh only) **through e- Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) via e-Proc Portal before the last date & time of tender submission** and should be valid for 180 days from the due date of the tender/RFE

## 19. Inspection

BIPARD shall have the right to inspect, where necessary, reject the items/creatives etc after the the final submissions, and shall in no way be limited or waived by reason of the items/creative having previously been inspected, and passed by BIPARD prior to the goods/service shipment/delivery. BIPARD reserves the right to reject full or any part of the supply that is not conforming to the specification and other terms and conditions. No payment shall be made for rejected work/service. Rejected items/service must be removed by the Bidders within 3 days of the date of rejection at their own cost and replaced immediately.

## 20. Penalty

If the selected bidder fails to perform services within the stipulated time schedule, the Department shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2% of the total work order cost for delay of each week or part thereof of maximum upto 10% of total work order price. Once the maximum is reached, Department may consider termination of contract pursuant to the conditions of contract/RFE.

**Note:** Penalty may be imposed by BIPARD on bidder of suitable percentage in case following reasons mentioned above.

## 21. Payment Terms: -

The Agency will submit invoices on the completion of the activity for the necessary settlement. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents and bills. No payment shall be made in advance.

## 22. Confidentiality

The agency or its personnel shall not disclose any confidential/vital information which are disclosed /provided to them during briefing or any discussion or acquired by the agency to any third party without prior permission of the Department and such information will be kept confidential even after the termination/expiry of the agreement.

## 23. Intellectual Property Rights

- a. The Department will have the right to use the creatives, once prepared and approved, at a later stage, with or without changes, in any form and through any medium and through any agency (creative or media) as it finds necessary. The selected agency shall, therefore, create and vest all the Intellectual Property Rights in perpetuity and on an umbrella basis for all the advertisements created by it for the Department.
- b. The selected agency will ensure that there is no violation of Intellectual Property Rights or any other law in force while designing the advertisements (including copy, pictures, etc) and will also indemnify the Department against any claim by or liability against any third party as the case may be. The selected agency shall, at its own cost and expenses, defend and indemnify the Department against all third-party claims including those of infringement of Intellectual Property Rights, including patent, trademark, copyright, or industrial design rights, arising from the use of products or any part thereof in India or internationally. The selected agency shall expeditiously meet any such claims and shall have full rights to defend itself therefrom.
- c. The selected agency shall also be liable to indemnify the Department, at its own cost and expenses, against all losses/damages, which the Department may suffer on account of violation by the selected agency of any or all national/international trade laws, norms, standards, procedures, etc.

## 24. Liquidated Damages:-

The liquidated damage is an estimate of the loss or damage that BIPARD may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder. If the bidder fails to deliver the services within the time period(s) specified in the contract, BIPARD shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages as decided by BIPARD. This will be an additional penalty from the contract value. After that the supply order shall be cancelled and EMD will be forfeited and the bidder will

be debarred from participation in any future tenders.

**25. Indemnification:-**

- a. The Bidder shall, at its own expense, defend and indemnify BIPARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or willful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, vendors, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labor Laws including wages, salaries, remuneration, compensation or like.
- b. The Bidder shall indemnify, protect and save BIPARD and hold BIPARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from:
  - i. A gross negligence and/or willful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
  - ii. Breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder.
- c. Use of the deliverables and or services provided by the Bidder.
- d. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
- e. The Bidder shall further indemnify BIPARD against any proven loss or damage to BIPARD's premises or property, etc., due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.
- f. The Bidder shall further indemnify BIPARD against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on BIPARD for malfunctioning of the equipment at all points of time.

**26. Termination and Blacklisting:**

- a. BIPARD may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days' written notice of termination to the Second Party.
- b. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- c. If the vendor becomes insolvent or goes into compulsory liquidation.
- d. If the vendor, in the judgment of BIPARD, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- e. If the vendor submits to BIPARD a false statement which has a material effect on the rights, obligations, or interests of BIPARD.
- f. If the vendor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to BIPARD.
- g. Failure of the vendor to mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- h. Failure to abide by any lawful directions of BIPARD.

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

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

## 27. Penalties:-

BIPARD may impose a suitable penalty of the vendor for the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor.

**A.) Termination Payments:-** These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, BIPARD may encash and appropriate the performance security/bank guarantee etc. BIPARD may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

**B) Blacklisting without termination:-** BIPARD may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

## 28. Foreclosure with Mutual consent:-

- a. Without prejudice to any provisions of this agreement, BIPARD and the vendor may foreclose this agreement by mutual consent in circumstances which do not constitute either party's default without any liability or consequential future liability for either party.
- b. Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- c. In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreed by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d. Any attempt or endeavor for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e. For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of BIPARD.

## 29. Fraud or Corrupt Practices

The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI/WO and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this EOI, or in LOI/WO or the Agreement, BIPARD may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of BIPARD or terminate the Agreement, as the case may be 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 practices.

In such an event, BIPARD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or

Performance Security 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 RFE, including consideration and evaluation of such Bidders Proposal.

Without prejudice to the rights of BIPARD under Clause above and the rights and remedies which BIPARD may have under the LOI/WO or the Agreement, if a 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/WO or the execution of the Agreement, such Bidders shall not be eligible to participate in any tender or RFE issued by BIPARD during a period of

<1(one)year> from the date such Bidder, is found by BIPARD 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.

For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
- ii. "fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impaired harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by BIPARD, Government of Bihar 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.

### 30. Dispute Resolution

- a. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between BIPARD and the vendor's representative.
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
  - i. **Conciliation:-** All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- d. ~~The dispute shall be first referred to the Additional Director General BIPARD Gaya for~~

- conciliation who shall conduct conciliation proceedings which will be held at Gaya, Bihar.
- e. **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
  - f. All legal disputes will come under the sole jurisdiction of Gaya, Bihar. The venue of the arbitrations shall be Gaya.
  - g. The Arbitral award shall be final and binding on both the parties.
  - h. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by BIPARD unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by BIPARD, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof

### 31. Performance Bank Deposit:-

On receipt of LOI (Letter of Intent) from BIPARD, the successful bidder will furnish a bank guarantee by way of performance security, equivalent to 10% of the total contract value defined in this RFP or before this signing of the subsequent contract, typically within 15 days from the notification of LOI, unless specified to the contrary. In case a successful bidder fails to submit Performance Guarantee within the time stipulated, BIPARD may at its sole discretion cancel the LOI/LOA without giving any notice and encash EMD furnished by the Bidder in addition to any other right available to it under this RFE.

### 32. Empanel and Award Criteria:-

- a. Only Technically qualified bidder will be empanelled by BIPARD. BIPARD reserves the right to empanel more than one bidder upon technical qualification.
- b. The financial proposal will be considered only of the bidders who are technically qualified/empanelled.
- c. BIPARD shall reserve the right to negotiate with the bidder(s) before award of the contract .5000
- d. On this basis the draft contract agreement would be finalized for award & signing. BIPARD may also like to **reduce or increase the quantity of any item** in the Scope of Work defined in the EOI. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.
- e. The successful bidder/supplier has to confirm his acceptance in writing or through email [b ipardgayaeproc@gmail.com](mailto:ipardgayaeproc@gmail.com) within 3 days of receipt of the supply order failing which it will be assumed that you are not interested in the offer and the same will be given to L-2 and earnest money deposited will be forfeited.

### 33. Right to Accept Any Proposal and to Reject Any or All Proposal(s):-

BIPARD 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 BIPARD action.

### 34. Signing of Contract:-

After BIPARD notifies the successful bidder that its proposal has been accepted, BIPARD shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between BIPARD and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

### 35. Failure to Agree with the Terms and Conditions of the EOI:-



Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the EOI shall constitute sufficient grounds for the annulment of the award, in which event BIPARD may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, BIPARD shall invoke the PBG of the most responsive bidder.

**Annexure:1**

**Form 1: Undertaking on Total Responsibility**

Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for <<Tender Title>> as per the requirements, terms and conditions of the EOI.

We confirm that no part of the work will be sub-contracted to any agency without written approval from BIPARD.

Thanking you,  
Yours faithfully

(Signature of the Authorized signatory of the

Bidding Organization) Name :

Designation:

Date :

Time :

Seal :

Business Address:

**Form 2: Particulars of the Bidder:-**

<b>Details of the Bidder(Company)</b>		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (PublicLtd/Pvt. Ltd/Proprietorship)	
4.	Details of Incorporation of theCompany	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12.	Fax no (with STD code)	

**Form 3: SELF-DECLARATION ABOUT NON-BLACK-LISTING**

**SELF-DECLARATION ABOUT NON BLACK-LISTING**

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

Date : \_\_\_\_\_ To,

Assistant Director,

Bihar Institute of Public Administration and Rural

Development, Gaya, Bihar

Subject: E-Tender for “<EOI Name>”, Tender No: < EOI No>, dated: < EOI Date>

Sir,

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

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

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

Yours faithfully,  
(Name & signature with stamp of the bidder)



**Form 5:**

Please provide CA Certified financial information of last three declared financial years.

Description	Financial Year 2021-22	Financial Year 2022-23	Financial Year 2023-24
Annual turnover			

Note

- Please attach copies of relevant financial statements and audited accounts for the three last declared financial year
- Certificate from Statutory Auditor is mandatory for turnover

Signature:

Name:

Designation: Seal:

Date: Place:

Form 6: Format of Experience certificate

Contract No./Supply order No.	Name of the Client	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

## Form 7: Performance Bank Guarantee form

### PERFORMANCE SECURITY:

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

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

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

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

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

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

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

This Guarantee shall be valid until <Insert Date>) Not with standing anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

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

**Form 8: MANUFACTURER'S AUTHORISATION FORM**

*(To be submitted by authorized dealers/representatives/importers)*

No.

Dated:

To  
The Assistant Director  
Bihar Institute for Public Administration and Rural  
Development, Patna, Bihar

Dear Sir,

Tender No : <Tender Ref No>  
Equipment Name : <Tender Date>

**Subject: OEM Authorization Letter for NIT No. <Tender Ref No> dated <Tender Date>**

1. We, (name and address of the manufacturer) who are established and reputed manufacturers of having factories at (addresses of manufacturing locations) do hereby authorize (name of the bidders & address of the manufacturer) to bid, negotiate, and conclude the contract with you against the above-mentioned tender for the above equipment manufactured by us.

2. We ..... (name of the OEM) are the original manufacturers of the above equipment having registered office at.....(full address with telephone number/fax number & email ID and website), having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s. (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.

3. No company or firm or individual other than M/s.

\_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

4. We also hereby undertake to provide full guarantee/ 3 years' warranty / Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Warranty as well as during the Contract duration and to supply all the spares/ accessories / consumables etc. during the said period.

5. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment tendered within the stipulated time.

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it. The Bidder should complete the below given table with details of all OEMs as proposed for this assignment.



For and on behalf of M/s (Name of the  
manufacturer) Signature Name Designation  
Address  
Date  
Directorate Seal

Item	Name of OEM and brand/ Make	Model no.

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

Date:  
manufacturers)

(Name of

Place:

**Annexure:2**

**Financial: Slab Based Pricing**

Quotes submitted towards providing complete solutions to BIPARD, in accordance with the scope of work and terms & conditions mentioned above

Student Slab	Price/student in INR excluding GST per module This must include ERP learning license
Minimum 2000	

The above-mentioned price should be inclusive of one attempt of OEM approved Global Certification Examination as well.

1. Note: The Total Cost quoted above should be inclusive of Basic Price, Transportation, Incidental Services (including Insurance etc.), Installation & Commissioning.
2. No extra payment or revision of Price shall be accepted on account of any discrepancy in nomenclature of items. The Bidder is advised to seek clarification, if any, desired before submitting the tender.
3. Extra schedule for specific requirements/documents for the work, If any.

**Note:** The price quotation mentioned above is a tentative Student slab for after-empanelment reference. The final pricing may be considered by the authority, and upon empanelment, it will be mutually decided based on the assigned work and by the decision of the concerned authority.