

RFP for hiring of agency for School Certification and Teacher Training Need Assessment

For Jharkhand Schools

Tender Inviting Authority

Jharkhand Education Project Council J.S.C.A Stadium Road, Jagannathpur, Sector -3, Dhurwa, Ranchi - 834004 Phone - 0651-2444502 Fax: 0651-2444506 E-mail: jepcranchi1@gmail.com



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SECTION I:

INVITATION FOR BIDS (IFB)

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SECTION I.: INVITATION FOR BIDS (IFB)

State Project Director, Jharkhand Education Project Council Invites e-bids

For School Certification and Teacher Needs Based Professional Development

BID No. QU/40/71/2024/4618

- 1. The "Jharkhand Education Project Council (JEPC)" will implement the School Certification Programme and Teacher Needs-Based Professional Development initiative for the session 2024-25 to 2028-2029 through e-tender. The program will focus on assessing teacher performance and facilitating capacity-building efforts across the state.
- 2. The Jharkhand Education Project Council invites online bids through e-tender from prospective Bidders
- 3. The complete tender documents can be seen on and downloaded from the websites http://jharkhandtenders.gov.in. The cost of tender documents is Rs. 11,800.00 (Eleven thousand eight hundred only) including 18% GST to be paid online as prescribed in section II Instruction to Bidders point 8.24.
- 4. Bidders must pay the amount of Bid Security/EMD through an online process as prescribed in section II Instruction to Bidders point 8.24.
- 5. Non-payment of the cost of the tender document and bid security of the prescribed amount would also be a sufficient cause to reject the bid. No exemptions will be given for any agencies.
- 6. In the event that the date specified for the Pre-Bid meeting or receipt or opening of the bids happens to be a holiday, the appointed time on the next working day will automatically fixed for the purpose.
- 7. All the disputes related to the bid will be subject to Ranchi jurisdiction.
- 8. The list of dates with regard to this Invitation for Bids is given below:

| SI. | Details | Start Date | Time | End Date | Time |
|-----|---|------------|----------|------------|----------|
| 1 | Online publication of bid document | 13.12.2024 | 10.00 am | 08.01.2025 | 06.00 pm |
| 2 | Document Download | 13.12.2024 | 10.00 am | 08.01.2025 | 06.00 pm |
| 3 | Pre-Bid Meeting | 19.12.2024 | 04.30 pm | - | - |
| 4 | Bid Submission | 13.12.2024 | 10.00 am | 08.01.2025 | 06.00 pm |
| 6 | Opening of Technical Bid | 10.01.2025 | 03.00 pm | - | - |
| 7 | Opening of Financial Bid After the technical bid evaluation | | | on | |

9. The State Project Director, JEPC reserves the right to accept or reject (Fully/Partly) tender without assigning any reason thereof.

Sd/-(Shashi Ranjan, I.A.S) State Project Director JEPC, Ranchi

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SECTION II:

INSTRUCTIONS TO BIDDERS (ITB)

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INTRODUCTION

1. Background

- 1.1 JEPC is the implementing authority for the School Certification Programme and Teacher Needs-Based Professional Development initiative in the State of Jharkhand.
- 1.2 JEPC shall oversee the execution of activities, including teacher assessments and professional development programs, across the designated Blocks and Block Resource Centers (BRCs) in the State.
- 1.3 The contract for implementing these initiatives will commence from the date of issuance of the work order.

(i) All activities, including assessments and training sessions, are required to be completed and reported within given time period from the date of signing of the work order.

(ii) JEPC will provide the details of teachers and BRCs participating in the program. A list of Blocks, along with contact numbers and addresses, will be shared at the time of the Agreement/Work Order in softcopy.

2. Eligible Bidders

- 2.1 This Invitation for Bid is open to all Agencies fulfilling Eligibility Criteria as mentioned in Section VI of Bid document.
- 2.2 Government-owned enterprises may participate if they are legally and financially autonomous bodies.
- 2.3 Any Bidder found ineligible or declared blacklisted or involved in any corrupt and fraudulent practice in the past shall be debarred from the tender process.

3. Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of its Bid and Jharkhand Education Project Council will in no case be responsible or liable for these costs, irrespective of the conduct or outcome of the Bid process.

A. THE BID DOCUMENTS

4. Content of Bid Documents

- 4.1 The details of the study required, Bid procedures, and contract terms are prescribed in the Bid documents. The Bid documents include:
 - **a.** Invitation for Bids (IFB); Section-I
 - **b.** Instruction to Bidders (ITB); Section –II
 - c. General Conditions of Contract (GCC); Section –III
 - d. Technical Specifications & Eligibility Criteria; Section –VI
 - e. Technical Bid information Form "A"; Section-V
 - f. Terms of Reference, Section-VI
 - g. Bid Form & Price Schedule Form "B"; Section VII
 - **h.** Bid Security Form; Section VIII
 - i. Contract Form; Section –XI
 - **j.** Performance Security Form; Section X
 - k. Affidavit; Section-XI



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4.2 The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the Bid documents. Failure to furnish any information required as per Bid documents or uploading of a Bid not technically eligible in any respect will be at the Bidder's risk and may result in the rejection of his Bid.

5. Clarification of Bid Documents

5.1 Pre-bid meeting:

The Prospective Bidders or their duly authorized representatives are invited to attend a pre-bid meeting which will take place in the Conference Hall, Jharkhand Education Project Council, Ranchi on **19.12.2024 at 4.30 pm**. If this day happens to be a holiday or is declared a holiday subsequently, the pre-bid meeting will be held at the same time on the next working day.

- 5.2 The purpose of the meeting will be to clarify issues terms & conditions related to the bid and to address queries.
- 5.3 The Bidders would need to seek clarification, if any, by submitting the details in writing and the same should reach the JEPC atleast two days before the meeting.
- 5.4 Any modification in the Bid documents listed in Sub-clause 4.1 which may become necessary as a result of the pre-Bid meeting shall be made by the JEPC exclusively by the issuing a Corrigendum/Addendum pursuant to clause 6.
- 5.5 Non-attendance in the pre-Bid meeting will not be a cause for disqualification of the Bid.

6. Amendment of Bid Documents

- 6.1 At any time prior to the deadline for submission of Bids, the JEPC may, for any reason whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by amendment.
- 6.2 All amendments will also be uploaded on the website http://jharkhandtenders.gov.in. The amendments will be binding on all the bidders.
- 6.3 To allow prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the JEPC, at its discretion, may extend the deadline for the submission of Bids.

B. <u>PREPARATION OF BIDS</u>

7. Language of Bid

The Bidder would prepare the Bid in the English language. Besides, all the correspondence and documents pertaining to their bid process to be exchanged between the Bidder and the JEPC would also be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language.

8. Registration of bidders on web portal and uploading of bid

8.1 The Bidder, who intends to participate in the e-tender called by Jharkhand Education Project Council (JEPC), Ranchi (hereinafter referred as 'Copyright holder') has to register itself on the e-Procurement portal http://jharkhandtenders.gov.in.

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- 8.2 PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Bidder intending to participate in the bid is required to register in the Portal with some information about the firm. This is a one-time activity for registering in Portal. During registration, the firm/bidder has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class II or Class III digital certificate issued by a registered Certifying Authority, Government of India
- 8.3 In the case of a Partnership Firm, the majority of the partners have to authorize a specific individual through an authority letter signed by a majority of the partners of the firm.
- 8.4 In the case of a private limited company, or public limited company, the Managing Director or any other person having designated authority to authorize a specific individual, has to authorize a specific individual through an authority letter.
- 8.5 This authorized user shall be required to obtain a digital certificate.
- 8.6 The digital certificate issued to the authorized user of a partnership firm / private limited company/public limited company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.
- 8.7 To log on to the portal the Bidder is required to type his/her username and password. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- 8.8 The tender documents uploaded by the Tender Inviting Officer in the website **http://jharkhandtenders.gov.in** will appear in the "**Latest Active Tender**" Section. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
- 8.9 Cost of the bidding document (non-refundable) is Rs. 11,800.00 (Eleven thousand eight hundred only) including 18% GST and the required amount of bid security is Rs. 50,00,000/- must be paid online.
- 8.10In the E-Procurement Portal, Commercial bid BOQ I is formatted for title-wise rate including total package. The bidders have to fill title-wise unit rates in figures and total in words and should not leave any cell blank. The filled BOQ-I will be scanned and uploaded on the web portal in pdf with the bid form.
- 8.11Commercial bid BOQ II is a format for package-wise rate Microsoft Excel format is available on the web portal. The bidders have to fill package/class-wise total rates in figures and should not leave any cell blank. The filled BOQ-II will be uploaded on the web portal. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.
- 8.12Bids cannot be submitted after the due date and time. The Bidder should ensure the correctness of the bid prior to uploading and take a printout of the system-generated summary of the submission to confirm the successful uploading of the bid. The bids cannot be opened before the due date and time of opening.
- 8.13Each process in the e-procurement is time stamped and the system can detect the time of log-in of each user including the Bidder.
- 8.14The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 8.15The bidder should check the system-generated confirmation statement on the status of the submission.
- 8.16The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 8.17For all purposes, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
- 8.18Bid can be submitted during the ONLINE BID SUBMISSION stage only using the digital certificate that is used to encrypt the data during the ONLINE BID PREPARATION.
- 8.19The Tender Inviting Officer is not responsible for any failure, malfunction, or breakdown of the electronic system used during the e-procurement process.
- 8.20SIGNING OF BID: The 'online bidder' shall digitally sign on all statements, documents, and certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his

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EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

8.21SECURITY OF BID SUBMISSION: All bids uploaded by the Bidder to the portal will be encrypted.

8.22RESUBMISSION AND WITHDRAWAL OF BIDS:

- i) Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- ii) Resubmission of a bid shall require uploading of all documents including price bid afresh.
- **iii)** If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- iv) If the bidder wants to withdraw its bid, it will only do so before the closing date. Once the bid is withdrawn, a bidder cannot participate in the tender.
- 8.23 All Corrigendum/ Amendments/ Changes, if any, will be issued and made available only on Portal http://jharkhandtenders.gov.in.No Corrigendum/ Amendments/Changes, will be issued in newspapers. Hence prospective bidders are advised to keep visiting the e-Procurement System on the portal http://jharkhandtenders.gov.in on a regular basis.
- 8.24 Procedures of bid submission using the electronic payment of the tender paper cost and bid security/EMD by a bidder:
 - a) Log on to e-Procurement Portal: The bidders have to log on to the Jharkhand e-Procurement portal (https://jharkhandtenders.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Pre-qualification / Technical / Financial bid**: The bidders have to upload the required pre-qualification / Technical / Financial bid, as mentioned in the bidding document.
 - c) Electronic payment of tender paper cost / Tender Fee and EMD: Then the bidders have to select and submit the bank name as available in the payment options.
 - i) A bidder shall make an electronic payment using his/her Internet banking-enabled account with designated Banks or their aggregator banks.
 - ii) A bidder having an account in other Banks can make payment using the NEFT/RTGS facility of designated Banks.
 - iii) Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account by adding the account number as mentioned in the challan as an interbank beneficiary. Alternatively, Bidder can pay the challan through his Bank using NEFT/RTGS.
 - iv) Only those bidders who successfully remit their Cost of Tender Paper/ Tender Fee and Earnest Money Deposit while submitting bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, Nodal Agency, JAP-IT, NIC, Jharkhand Unit, and the designated Banks shall not be held responsible for such pendency or failure.
 - d) Bid submission: Only after receipt of intimation at the e-procurement portal regarding a successful transaction by the bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
 - e) System-generated acknowledgment receipt for successful bid submission: The system will generate an acknowledgment receipt for successful bid submission. The bidder should make a note of the 'Bid ID' generated in the acknowledgment receipt for tracking their bid status.

f) Settlement and Refund of Cost of Tender Paper/Tender Fee:

i) **Cost of Tender Paper:** In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for Nodal Agency, JAP-IT. The MIS will contain an abstract of the cost of tender paper and reference to **Bid Identification Number.** The Nodal department will advise SBI to generate Bank wise head wise challans separately for **Cost of**

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Tender Paper from e-GRAS portal and instruct the designated Bank to remit the money to the State Government account under different receipt heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made in the respective receipt head of the Government Department.

- ii) Similarly, in case of State PSU/ Autonomous bodies and Local Bodies, etc. of the State Government, the cost of Tender Paper, the e-Procurement portal shall generate a MIS for the Nodal Agency, JAP-IT. The MIS shall contain the abstract of the cost of Tender Paper collected with reference to the BID Id number. The Nodal Agency, JAP-IT shall advise bank to generate Challans and instruct designated bank to remit the money to the registered Bank Account of the concerned State PSU/ Autonomous bodies and Local Bodies, etc. of the State Government.
- iii) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee to the bidder, in case the tender is canceled before the opening of the Bid as per direction received from TIA through the e-procurement system.

g) Settlement and Refund of Earnest Money Deposit on submission of bids:

- i) The Bank will remit the Earnest Money Deposit on cancellation of bids to the respective bidder's accounts as per direction received from TIA through the e-procurement system.
- ii) The Bank will remit the Earnest Money Deposit of unsuccessful bidders to the respective bidder's accounts as per direction received from TIA through the e-procurement system.
- iii) The Bank will remit the Earnest Money Deposit to the bank account of successful bidders on the submission of Performance Bank Guarantee by him/her as per direction received from TIA through the e-procurement system.

h) Forfeiture of EMD:

Forfeiture of Earnest Money Deposit on submission of the bid of defaulting bidder as per the conditions mentioned in the respective tender.

- i) In case the EMD on submission of the Bid is forfeited, the e-Procurement portal will direct the bank to transfer the EMD value from the Collection Pooling account to the registered account of Tender Inviting Authority.
- ii) In the case of Government Departments, it will be credited through the e-GRAS portal to the authorized Government account.
- iii) In the case of the State PSU/ Autonomous bodies and Local Bodies etc. of the State Government, it will be credited to a respective bank account.

9. Standard procedure for uploading bid: -

First download the Tender form & Commercial Bid (BOQ File). Read all Terms & conditions carefully. Fill up the Tender form & collect all required documents.

9.1 For Technical Bid Form 'A'

Scan all documents as per Technical tender information Section VII - Form "A" separately. Scan & Upload all documents mentioned in Form "A" with same page in one PDF.

9.2 For Commercial bid (BOQ file) Form 'B'

Price Bids of only those bidders who are found eligible and meet the prescribed qualifying marks as per the Technical Evaluation Criteria will be evaluated. Eligible and qualified bidders will be evaluated on the following criteria:

The Price Bid calls for the rate for the following items:

- The bidder has to quote Price Bid of the Total Project Cost.
- The total cost of the project and the unit costs shall be inclusive of all taxes/charges/levies. The authority shall not have any liability of paying these to any agency.

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- The Commercial bid of those bidders, who qualify in the technical evaluation, will only be opened. All other Commercial bids will not be opened. The Commercial bids (as per the formats provided in Form VI) of the technically qualified bidders will be evaluated.
- The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of TQCBS based evaluation, explained in section below.

Technical Quality and Cost based selection (TQCBS)

The individual bidder's commercial scores are normalized as per the formula below: Fn=Fmin /Fb * 100% (rounded off to 2 decimal places) Where,

Fn= Normalized commercial score for the bidder under consideration

Fb= Absolute financial quote for the bidder under consideration Fmin= Minimum absolute financial quote

Composite Score (S) = Tb*0.8 + Fn*0.2

The Bidder with the highest Composite Score(S) would be called for negotiations for the award of contract.

Note - Financial Bid 'Fb' would have to be submitted using Annexure: Form IV duly filled and submitted by the bidder.

10. Bid Security

- 10.1The Bid security is required to protect the JEPC against the risk of the Bidder's conduct, which would warrant the forfeiture of Bid security.
- 10.2The Bid security shall be in Indian Rupees and issued by a Nationalized/Scheduled bank located in India, in the format provided in the Bid documents (Section-IX) having validity of **180 days** from the date of Bid opening. If the bidder submits the fixed deposit receipt (FDR), the standard format of FDR issued in favor of the State Project Director, Jharkhand Education Project Council, Ranchi is acceptable.
- 10.3Any Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above will be rejected by the JEPC as not technically eligible.
- 10.4Bid security of the unsuccessful Bidders will be discharged/returned as promptly as possible.
- 10.5The successful Bidder's Bid security will be discharged after the signing of the Contract and furnishing of the Performance Security, pursuant to ITB Clause 20.

10.6The Bid security may be forfeited:

- (a) If a Bidder
 - (i) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form;

Or

- (ii) Does not accept correction of errors Or
- (b) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract; or
 - (ii) To furnish Performance Security in accordance with ITB Clause 20.



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11. Period of Validity of Bids

- 11.1Bids shall remain valid for 90 days after the date of Bid opening prescribed by the JEPC. A bid valid for a shorter period shall be rejected by the JEPC as not technically eligible.
- 11.2In exceptional circumstances, the JEPC may solicit the Bidder's consent to an extension of the period of validity. The request by the JEPC and the responses of Bidders thereto shall be made in writing. The Period of validity of the Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.
- 11.3In the case of fixed price contracts, in the event that the JEPC requests and the bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the same as the bid price.

C. BID OPENING AND EVALUATION OF BIDS

12. Opening of Bids by the JEPC

- 12.1All the bids received within the specified time would be taken up to be opened by the purchase committee at the prescribed time mentioned.
- 12.2Bidders or their authorized representatives, who choose to witness the opening of bids, would remain present during the opening of bids.
- 12.3JEPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

13. Clarification of Bids

During the evaluation of Bids, the JEPC may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response thereto shall be in writing and no change in the substance of the Bid shall be sought, offered, or permitted.

14. Preliminary Examination (technical eligibility) and Technical Evaluation

- 14.1The JEPC will examine the Bids to determine whether they are complete, properly signed and each page numbered and arranged in order according to the sequence as mentioned in Section VII.
- 14.2After the opening of technical bid Form 'A' the purchase committee members and authorized officials of JEPC may go for site inspection of the setup at the Bidder's press. Only after the bidder qualifies in the preliminary examination (technical eligibility) and technical evaluation, he becomes technically qualified for the financial bid evaluation.
- 14.3The JEPC or his/her representative will have the right of site inspection of the bidder's setup, anytime during the entire process of the study.
- 14.4If during onsite inspection it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the documents submitted by the bidder are found to be fraudulent, the bidder's eligibility will be terminated and his security will be forfeited.
- 14.5The JEPC has discretion to waive any minor non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect any other Bidder.
- 14.6Prior to the financial evaluation, the JEPC will determine the technical eligibility and technical qualification of each Bid with reference to the Bid documents and criteria laid down for technical qualification. For the purpose of these Clauses, a technically eligible bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations.
- 14.7Tender Committee, if finds it necessary, may call all those bidders found eligible after preliminary examination of the bids for presentation of their technical bid so that to get absolute clarity on the point of technical eligibility of the bidders.
- 14.8Having evaluated the bids on the criteria of technical eligibility on the basis of the technical bids submitted by the bidders and the presentation of the technical bid, if any, made by them, the tender committee will decide on the bids that qualify the eligibility criteria.

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15. Financial Evaluation

- 15.1 The Bids found technically qualified, after scrutiny and evaluation only shall be finally considered for Financial Evaluation.
- 15.2 The Form "B" of the technically qualified bidder will be opened by the purchase committee.
- 15.3 Bidders or their authorized representatives, who choose to witness the opening of financial bids, would remain present during the opening of bids.
- 15.4 If there is a discrepancy between words and figures, the amount in words will prevail. If the Agency does not accept the correction of errors, its Bid will be rejected and Bid security may be forfeited.
- 15.5 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Agency does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 15.6 The financial evaluation will be done for each package chosen by a bidder and the contract will be awarded on the basis of the lowest value (L1) of a package.
- **15.7** Award of Contract: If any Bidder is found L1 in more than one package, he will have to submit an additional 10% performance bank guarantee for the additional package. If the L1 bidder backs out then the package will be allotted to the next lowest bidder on the L1 rate. If any Agency fails to perform the contract, his entire performance bank guarantee will be forfeited and the process for blacklisting the firm will be initiated.
- **15.8** JEPC has the right to distribute the works among technically qualified bidders of each package on the L1 rate.

16. Contacting the JEPC

- 16.1No Bidder shall contact the JEPC on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the JEPC, it should do so in writing.
- 16.2Any effort by a Bidder to influence the JEPC in its decisions on bid evaluation, bid comparison or contract award shall result in rejection of the Bidder's Bid.





D. AWARD OF CONTRACT

17. JEPC right to vary Quantities at the Time of Award

The JEPC reserves the right at the time of Contract award to increase or decrease by up to twenty (20) percent the quantity and delivery thereof as originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. No time limits extensions would be allowed for supply if quantity will increase at the time of work order..

18. Notification of Award

The JEPC will notify the successful Bidder in writing that its Bid has been accepted.

- 18.1 The notification of award will constitute the formation of the Contract.
- 18.2 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 20, the JEPC will promptly notify each successful Bidder and will discharge its Bid security after signing of contract agreement, pursuant to ITB Clause 10.

19. Signing of Contract

Within 10 days of receipt of the Contract Form (Section - X) with notification of award, the successful Bidder shall put his signature and date on the Contract and return it to the JEPC.

20. Performance Security

- 20.1 Within 10 days of the receipt of notification of award from the JEPC, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, in the Performance Security Form (Section-XI) provided in the Bid documents or in another form acceptable to the JEPC. If the bidder submits the fixed deposit receipt (FDR), the standard format of FDR issued in favor of State Project Director, Jharkhand Education Project Council, Ranchi is acceptable.
- 20.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 10.7 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

21. Corrupt or Fraudulent Practices

- 21.1The JEPC requires that the Bidders/ Agency(s) observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the JEPC:
 - (a) Defines, for the purposes of this provision, the terms set forth as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the JEPC, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the JEPC of the benefits of free and fair competition;
 - a. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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- b. Will declare a firm ineligible, either indefinitely or for a stated period of time, for being awarded Govt. contract, if it at any time determines that the bidder(s)/ Agency(s)/ Firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- c. Further, all bidding documents and all contracts financed in whole or in part by the World Bank will have a clause permitting it to inspect the bidders', suppliers' and contractors' accounts and records relating to the bid submission and contract performance of the bidders, suppliers and contractors, and to have these accounts and records audited by the auditors appointed by the World Bank .





<u>SECTION III:</u> <u>GENERAL CONDITIONS OF THE CONTRACT</u> (GCC)

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SECTION III: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

- In this Contract, the following terms shall be interpreted as indicated:
 - (a) "Contract" means the agreement entered into between the JEPC and the Agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (b) "**Contract Price**" means the price payable to Agency under the Contract, for the full and proper performance of its contractual obligations;
 - (c) "GCC" mean the General Conditions of Contract contained in this section.
 - (d) "License Holder Publisher" means Jharkhand Education Project Council (JEPC).
 - (e) "**Day**" means calendar day.
 - (f) "Blocks" means blocks/groups of panchayats situated under 24 Districts of the Jharkhand State.
 - (g) "BRC" means Block Resource Centers situated in Block under 24 Districts of the Jharkhand State.
 - (h) "State" means Jharkhand State.
 - (i) 'Bank' means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA)

2. Application

These General Conditions shall apply to the extent that, they are not superseded by provisions in the Special Conditions of Contract.

3. Standards

The deliverables under this Contract shall conform to the standards mentioned in the Technical Specifications mentioned in Section VI.

4. Use of Contract Documents and Information, Inspection and Audit

- 4.1 The Agency shall not, without the JEPC prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the JEPC in connection therewith, to any person other than a person employed by the Agency in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2 The Agency shall not, without the JEPC prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the JEPC and shall be returned (in all copies) to the JEPC on completion of the Agency's performance under the Contract if so required by the JEPC.
- 4.4 The Agency shall permit the JEPC or its representative to inspect the Agency's accounts and records relating to the past performance of the Agency and to have them audited by auditors appointed by the JEPC, if so required by the JEPC.
- 4.5 The Agency shall permit and shall cause its Subcontractor and consultants to permit the Bank and /or persons appointed by the Bank to inspect the Suppliers's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank.
- 4.6 The Agency shall return to JEPC, all material as soon as the period of Contract is over.

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5. Patent Right

The Agency shall indemnify the JEPC against all third-party claims of infringement of patent, trademark or industrial design rights from the study components or any part thereof in India.

6. Performance Security

- 6.1 The Bidder shall furnish, as part of its bid security, an **Earnest Money Deposit (EMD) in favor of** "Jharkhand Education Project Council" amount Rs. 35, 00,000/ - (Thirty-Five lakhs only) valid for 90 days. Bids, that are not accompanied with EMD, will be summarily rejected. The EMD of Unsuccessful Bidders will be discharged/refunded as promptly as possible. The proceeds of the performance security shall be payable to the JEPC as compensation for any loss resulting from the Agency's failure to complete its obligations under the Contract.
- 6.2 The Performance Security shall be denominated in Indian Rupees and shall be in the form of:
- 6.3 A Bank guarantee, issued by a nationalized/scheduled bank located in India, in the form provided in the Bid documents or any other form acceptable to the JEPC valid for 12 Months from the date of signing of contract agreement.
- 6.4 The Performance Security will be discharged by the JEPC and returned to the Agency after successful completion of the period of Contract, including the warranty obligation, under the contract.
- 6.5 In the event of any contract amendment, the Agency shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for period 60 days after the completion of period of the Contract including warranty obligations.
- 6.6 In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

7. Inspections and Tests

- 7.1 The JEPC or its representative shall have the right to inspect and/or test to confirm their conformity to the Contract specifications at no extra cost to the JEPC.
- 7.2 The inspections and tests may be conducted on the premises of the Agency or at the point of delivery. If conducted on the premises of the Agency or its delivering point all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the JEPC.
- 7.3 If any inspected or tested information fails to conform to the specifications, then the JEPC may reject the deliverable and the Agency shall either replace the rejected deliverable or make alterations necessary to meet specification requirements free of cost to the JEPC.
- 7.4 The JEPC right to inspect test and, where necessary, reject the report shall in no way be limited or waived by reason of the report having previously been inspected, tested, and passed by the JEPC or its representative prior to the transportation.
- 7.5 Nothing in GCC Clause 7 shall in any way relieve the Agency from any warranty or other obligations under this Contract.
- 7.6 All deliverables may also be subject to spot checks on delivery to JEPC. If the report fails to meet the laid down specifications, the Agency shall take immediate steps to remedy that deficiency to ensure to conform it to the technical specifications to the satisfaction of the JEPC.

8. Payment

The bidders will submit an invoice after completing the tasks mentioned in each Round of Certification in order to facilitate payments. A committee comprising of representatives of JEPC will evaluate the task performed by the bidder and payment will be made based on the recommendations of the said committee:

It is expected that the first Round of Certification be begun by the Agency within 30 days of the issuance of the Work Order.

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10% of the total quoted amount will be paid after the completion of each round of School Certification and TNA, including all relevant reports.

9. Penalty Clause

- 9.1 Deliverables must be submitted in soft and hard copy to JEPC after each Round of Certification.
- 9.2 Any delay in submission of monthly deliverables of the exercise post the date mentioned on the contract will result in a penalty being deducted from the contract price. Penalty amount shall be 10% of per Round price for every week of delay.
- 9.3 Any delay beyond 8 weeks will result in termination and forfeiture of the contract.
- 9.4 If at any time during performance of the Contract, the vendor should encounter conditions impeding timely performance of Services, the vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, JEPC shall evaluate the situation and may, at its discretion, extend the vendor's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

10. Contract Amendments

Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11. Force Majeure

- 11.1Notwithstanding the provisions of GCC Clauses 18, 19, 20 the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 11.2For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, the acts of the JEPC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 11.3If a Force Majeure situation arises, the Agency shall promptly notify the JEPC in writing of such conditions and the cause thereof. Unless otherwise directed by the JEPC in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12. Termination for Insolvency

The JEPC may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the JEPC.

13. Termination for Convenience

The JEPC, by written notice sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the JEPC convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.

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14. Settlement of Disputes

- 14.1The JEPC and the Agency shall make every effort to resolve amicably by direct informal negotiation for any disagreement or dispute arising between them under or in connection with the Contract.
- 14.2If, after thirty (30) days, the parties have failed to resolve the dispute or difference by such mutual consultation, then either the JEPC or the Agency may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 14.3Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given in accordance with this clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the report under the Contract.
- 14.4Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC clause 11 in section IV.
- 14.5Notwithstanding any reference to arbitration herein the parties shall continue to perform their responsive obligations under the contract unless they otherwise agree.
- 14.6All the disputes relating to the Bid will be subject to Ranchi jurisdiction.

15. Governing Language

The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged between JEPC and the Agency, shall also be written in the English language.

16. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and local State laws. All the disputes relating to the bid will be subject to Ranchi jurisdiction.

17. Notices

- 17.1Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing to the other Party's address specified in Clause 27.3.
- 17.2A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 17.3For the purpose of all notices, the following shall be the address of the JEPC and Agency.

License Holder Publisher:

The State Project Director, Jharkhand Education Project Council, J.S.C.A Stadium Road, Jagannathpur, Sector -3, Dhurwa, Ranchi - 834004

<u>Agency:</u> (To be filled by the bidder)

.....

18. Taxes and Duties

Agency shall be entirely responsible for payment of all taxes, duties, license fees, octroi, road permits, insurance etc., incurred until delivery to the destination-points (Concerned Blocks/ BRCs in the state)



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19. Ownership and Patent Rights

The Intellectual Property Rights (IPR) and ownership of the Applications and e-contents so developed will be of the Department of School Education & Literacy (DoSE&L), Govt. of Jharkhand for the State of Jharkhand. The Service provider will hand over the entire software with source code and data to the department as and when instructed to do so. The DoSE&L, GoJ can use these e-contents and software for any management/category of school and any number of students and teachers in the State of Jharkhand. The selected agency can use/sell the Applications and e-contents so developed outside the State of Jharkhand by taking permission from the Department. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods/services/softwares or any part thereof in India, the successful bidder / service provider will be responsible for the same and shall act expeditiously to extinguish such claim.

20. Exit Management

In case the bidder exits the project, mutually or on termination, they shall transfer the complete technical/functional knowledge of the system along with the all required documents to the team/person designated by the department, otherwise legal action can be taken against the successful bidder. Due payment shall not be a criteria for knowledge transfer / providing required documents etc.



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<u>SECTION IV:</u> <u>TECHNICAL SPECIFICATIONS</u> <u>AND</u> <u>ELIGIBILITY CRITERIA</u>

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In order to technically qualify the bidder shall fulfill the following basic pre-qualification eligibility requirements. The relaxation in the basic pre-qualification eligibility requirements to the bidders will be given as per provisions laid by Central/State Government policies/directives for MSME/Startups/DIPP recognized organizations, for which copies of such policies/directives/circulars from central/ State government must be attached with the technical Bid. Consortium bidding of only one (i.e. Prime Bidder + One Company) firm/organization/company will be allowed.

PRE-QUALIFICATION CRITERIA

| # | Basic Requirement | Eligibility Criteria | Document Proof Required |
|---|--|--|--|
| 1 | Legal Entity | The Bidder should be an Indian Firm Registered under the Companies Act 1956/2013 in India or an LLP/Partnership firm under the Partnership Act of 1932, operational for at least 5 years. Consortium is allowed. A Commitment letter/ Joint Agreement in this regard must be submitted along with a technical bid. | Copy of Certificate of Incorporation/Registration under Companies Act 1956/2013 or Partnership Act of 1932 |
| 2 | Financial Turnover | The sole Bidder must have an average annual turnover of INR 7.5 Crores over the last three financial years (2021-22 to 2023-24). | Audited statement for last 3 FYs of Bidder, Certificate from Statutory auditor for average annual turnover |
| 3 | Technical Experience | Must have received a work order of at least Rs. 12 Cr. from a single project in the education domain from government/PSU/I- NGO/international agencies over the last 3 years (2021-22 to 2023-24). | Copy of Purchase Order / Work Order specifying the scope of work and project value |
| 4 | Tax Registration and Clearance | The bidder must be registered with GSTIN, Income Tax/PAN Number, and EPF. | Copy of PAN, GST Registration Certificate/ Number, Proof of EPF Registration |
| 5 | Employees on Payroll | The bidder should have at least 25 full-time employees. | HR certificate from the bidder along with the latest Return filed with the Provident Fund department showing the number of full-time employees |
| 6 | Mandatory Undertaking | The Bidder must not be insolvent, bankrupt, or being wound up, and must not have been convicted of criminal offenses related to professional conduct or disqualified due to debarment. | Notarized Affidavit by the Bidder, signed by the authorized signatory confirming non-blacklisting or debarment by any Central/State Government/Union Territories/PSUs in India as on the bid date |
| 7 | Authorized Representative from Lead Bidder | An Authorized Signatory with a power of attorney must sign the bid. | Power of Attorney for the Bidder to sign the agreement, issued on the company letterhead |

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| A. | Bidder Profile | | | |
|----|---|--|------------|--|
| # | Technical Evaluation Criteria | Remarks | Max Points | |
| A1 | Average turnover of Lead Bidder (2021-22 to 2023-24) 1. >3 Cr. to <=7 Cr.: 1 Points 2. >7 Cr. to <=12 Cr.: 3 Points 3. >12 Cr.: 5 Points | Certificate from a Chartered Accountant specifying the average annual turnover for the specified years | 5 | |
| A2 | People in the organization - Lead Bidder (Full- time Employees - FTE) 1. >25 FTE to <=50 FTE: 1 Points 2. >50 FTE to <=75 FTE: 3 Points 3. >75FTE: 5 Points | Submission of HR undertaking from the bidder stating the same. | 5 | |

| В | Bidder Profile | | | |
|----|--|---|------------|--|
| # | Technical Evaluation Criteria | Remarks | Max Points | |
| В1 | Experience in executing large-scale projects in the education domain in the last 3 financial years | The bidder should have experience in executing/executed large scale projects in the education domain for Central/ State Government/PSU/ I-NGO/ Bilateral-Multilateral or international donor agencies of cumulative value in the last 3 financial years as of the publication of the bid 1. >1 Cr. to <=5 Cr.: 5 Points 2. >5 Cr. to <=10 Cr.: 7 points 3. >10 Cr. to <=15 Cr.: 10 Points 4. >15 Cr.: 15 Points Copy of Work Orders along with a summary statement clearly showing the cumulative value of the projects. | 15 | |
| B2 | Experience in handling assessment data-driven Teacher Capacity Building in the education domain, especially around Assessment development - formative and summative, funded by Central/ State Government/PSU/ I-NGO/ Bilateral- Multilateral or international donor agencies during the last 3 Financial Years. | The bidder should have experience in handling projects of more than 1.5 Cr 1. 1 Project: 2 Points 2. 2<=x<=3 Projects: 4 Points 3. x> 3 Projects: 6 Points | 6 | |

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| | Experience in handling impact | | |
|----|--|-------------------------------|----|
| В3 | evaluation in the education domain funded by Central/ State Government/PSU/ I-NGO/ Bilateral- Multilateral or international donor agencies during the last 3 Financial Years. | on domain for state 1.5 Cr | 6 |
| B4 | Experienceinconducting remediationremediationbasishighstakesummativeassessmentsin the state1. $5,000 > x < 10,000$ students: 1 pointsin oneacademicyearin the last 3financial years3. $x > 30,0000$ students: 6 points | nt | 6 |
| В5 | Meeting Educational Qualifications (50% Marks): Relevant experience 25% on meeting minimum requirement Additional 1 mark for each year (from the minimum required) up to the remaining 25% Project Director: 6 Marks Project Manager: 4 Marks Teacher Training Specialist: Data Analyst 1: 2 Marks | | 22 |

| С | Approach & Met | hodology, Project Presentation | Max Points |
|---------|---------------------------|--|---------------|
| | | 1. Understanding of the project and conformity to the Scope of Work, Functional Requirements in the Proposed Solution | 3 |
| | -rr | 2. Detailed Implementation plan for completion of the project | 3 |
| C1 | Methodology (15 Marks) | 3. Methodology around the training of the target group | 3 |
| | | 4. Data Analysis and digitized solutions | 3 |
| | | 5. Capacity Building Plan | 3 |
| | | Bidder's experience in conducting large-scale teacher training programs | 5 |
| | Presentation (20 | Proposed training content and materials, including examples of previous work and their impact on teacher competency and student outcomes | |
| C2 | Marks) | Approach to engaging with key stakeholders, including teachers, school administrators, and state education officials | 5 |
| | | Strategy for integrating training outcomes with the State's Vidya Samiksha Kendra (VSK) to ensure data-driven decision-making and continuous improvement | |
| Total N | Marks | | 35 |

The bidder's who secured 70 marks out of 100 are eligible for financial evaluation.



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Deploying a Team with Requisite Expertise:

| Position | Number | Experience | Qualifications | Roles and Responsibilities |
|-----------------------------------|--------|------------|---|--|
| Project Director | 1 | 10+ years | | Lead the assessment team. Oversee strategic planning, decision-making, and project coordination. Supervise all aspects of assessment design, implementation, and reporting. |
| Project Manager | 1 | 7+ years | Master's degree in Education, Management, Psychology, Statistics, Economics, MA, MBA, PGDM, or related field | Work closely with the Project Director. Manage day-to-day operations of the assessment. Coordinate with state teams and stakeholders to ensure smooth execution of the training plan across all districts. |
| Teacher Training Specialist | 2 | 7+ years | Science/Science/Assessment/Educ ational | Develop and deliver training content. Ensure teachers are well-prepared to implement assessment initiatives. Conduct training sessions for teachers on CCE and classroom assessments. |
| Data Analyst | 1 | 4+ years | Bachelor's degree in Statistics, Data Science, or related field | Analyze data collected from assessments. Provide insights and trends. Support reporting and certification processes. |



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SECTION – V:

TECHNICAL BID INFORMATION

FORM "A"

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Technical Bid Information - FORM "A"

The bidder has to go through the Eligibility Criteria (Section-VI) and other requirements mentioned in the bid documents and it is the bidder's responsibility to provide all the information mentioned in the Proforma given below and any other information which is compulsory and required to be completed by the bidder mentioned in any other section of the bid documents duly exactly scanned and uploaded in the following seriatim in **one pdf** file on web portal:

| S.No. | Particulars | Information to be furnished by the bidder | Document uploaded online |
|-------|---|---|-----------------------------|
| 1. | Full name & address of the Lead Bidder (with Telephone/fax no. etc.) | | Yes/ No |
| 2. | Legal status, Place and date of Registration, and principal place of business of the company or firm or association. | | Yes/ No |
| 3. | Whether the Bid Fee submitted. | | Yes/ No |
| 4. | Whether the bidder has completed a minimum one contract of Rs. 12 crore the last 3 Financial Years. Please refer to Clause (3) of Pre-qualification Criteria of Section V | | Yes/ No |
| 5. | Whether the work orders and documents on past projects or client certificates on satisfactory performance attached? | | Yes/ No |
| 6. | Year-wise turnover for the last three financial years Please refer to Clause (b) of Section V: Eligibility criteria. | | Yes/ No |
| 7. | Whether audited financial accounts for the last three years show the soundness of business with profitable Final Accounts attached. Please refer to Clause (A1) of Section V: Eligibility Criteria. | | Yes/ No |
| 8. | Whether all pages of the bid have been digitally initialed by the authorized person and all pages duly numbered. | | Yes/ No |
| 9. | Whether the cost of the Bid Document is submitted online. | | Yes/ No |
| 10. | Whether the GST registration certificate (with clearance up to 31.03.2024) and PAN submitted. Please refer to Clause (1 & 4) of Section V: Eligibility criteria. | | Yes/ No |

Signature of the authorized signatory

Full name & address of the bidder with seal



SECTION – VI:

TERMS OF REFERENCE

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TERMS OF REFERENCE

1. Background:

The educational landscape in Jharkhand has witnessed substantial development in recent years, particularly in terms of increased enrollment and a focus on gender equity in education. The state government's Savitribai Phule Kishori Samriddhi Yojana, launched in October 2022, is a major initiative to support the education of nine lakh adolescent girls, aiming to bridge gender gaps and promote inclusivity in learning environments across Jharkhand. This and other efforts have led to a promising increase in school attendance and access to education. However, the state continues to face critical challenges in school infrastructure, quality of instruction, and foundational learning outcomes.

Despite investments, Jharkhand's school infrastructure lags in critical areas, particularly in rural settings where government schools frequently lack basic amenities, including electricity, functional toilets, and safe drinking water, making it challenging to implement digital learning tools or provide adequate lighting and ventilation. The Jharkhand Education Project Council (JEPC) has introduced "Project Impact" to address these gaps, aiming to improve cleanliness, sustainability, and overall infrastructure standards.

In terms of teaching quality, Jharkhand faces a significant shortage of qualified teachers, with almost half of the government primary schools in blocks such as Manika having only a single teacher for an average of 50 students. Many teachers lack adequate training or professional development, a concern highlighted by NITI Aayog and the Ministry of Education, which has prompted efforts to bring Jharkhand's educational standards closer to national norms. Additionally, foundational literacy and numeracy remain substantial barriers; ASER 2022 reports that nearly 49.1% of Class 1 students in Jharkhand struggle with basic literacy skills, such as recognizing capital letters, a foundational gap that persists across grades. The high dropout rates, especially in rural and tribal regions, exacerbate this issue. To counter these challenges, the state government is aligning 80 Schools of Excellence with the CBSE curriculum as of March 2023, adopting off-grid solutions like solar power for ICT integration, and implementing focused programs under the Sustainable Action for Transforming Human Capital in Education (SATH-E) project.

With 7.9 million students enrolled across 44,855 schools in the state and supported by over 210,000 teachers, Jharkhand's education network is vast but strained. Structured School Certifications and Teacher Need Assessments would establish quality benchmarks across this vast educational network, ensuring all students, irrespective of location or socioeconomic background, receive equitable, high-quality education.

Under Samagra Shiksha programs - 'Teacher Training' & 'Certification', the School Education & Literacy Department, Govt. of Jharkhand has launched 2 flagship programs – the School Certification Program (SCP),

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and the **Training Needs-based Teacher Professional Development program (TNSTPD)**. The **SCP** sets standards for improved learning outcomes, school environment, and leadership development. **The TNSTPD** identifies educators' skills and training requirements to achieve the certification benchmarks.

Both projects aim to create a conducive learning atmosphere by enhancing teaching quality, learning outcomes, and school infrastructure.

JEPC will roll out a School Certification Program that aims to certify all schools that achieve given targets. The main features of the Certification are as follows:

- All stakeholders school/block/district have the opportunity to get certified All schools have the
 opportunity to get certified and win rewards. When 75% of schools get certified, the relevant block & district
 will also get certified.
- 3 separate levels of Certification There will be 3 separate levels of certification Bronze, Silver, and Gold.
 Bronze will be a simple level of certification that is designed to be an achievable target for all schools. Silver and Gold will be successively harder and have higher levels of certification. Three levels will help the state:
 - -Keep motivation up by making schools see quick successes
 - -Break down the ultimate goal into clear benchmarks for a clear pathway
 - Identify high performers early and handhold them to achieve a higher level of certification
 - -Linked to real rewards & incentives On each level of certification, schools will be given meaningful incentives and rewards to motivate them.

The National Education Policy (NEP) 2020 positions teachers as the key drivers of educational transformation in India, recognizing their profound influence on shaping future generations. Central to this vision is the NEP's commitment to Continuous Professional Development/ Capacity Building (CPD) for teachers, acknowledging that educators must be equipped with ongoing training and the latest pedagogical advancements to meet the evolving demands of education. The policy emphasizes methodical and comprehensive training, particularly in areas like foundational literacy and numeracy, formative and adaptive assessments, and competency-based learning, ensuring that teachers are well-prepared to deliver high-quality education tailored to diverse student needs. In the context of Continuous and Comprehensive Evaluation (CCE), this emphasis on CPD is even more crucial, as it provides educators with the tools to use assessment as a means of enhancing learning rather than merely measuring it. Through this unwavering commitment to professional growth, the NEP 2020 aspires to elevate the teaching profession and establish a robust, innovative educational system that empowers every student to succeed.

The COVID-19 pandemic posed unprecedented challenges, leading to school closures and significant learning losses, particularly among marginalized communities. Students lost over 1.5 years of learning, exacerbating educational disparities. Addressing these learning gaps is a key focus of Sustainable Development Goal 4.0 for Education, which aims to ensure inclusive and equitable quality education and promote lifelong learning

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opportunities for all. Recognizing the urgent need to tackle COVID-induced learning losses, JEPC has implemented various forward-looking initiatives over the past year and a half. These initiatives aim to enhance the quality of education and ensure students can recover from the disruptions caused by the pandemic. Hence, teachers must adapt their classroom methodologies based on data insights under the Continuous and Comprehensive Evaluation (CCE) framework and Classroom Assessments. Additionally, there is a pressing need for comprehensive capacity building in existing pedagogical and knowledge gaps of teachers, with a growing demand to improve assessment quality, helping teachers develop and grow their skill sets.

Challenges that impede current training and capacity-building efforts:

- 1. Data-Driven, Need-based teacher training on existing pedagogical and knowledge gaps of teachers across the state: Teacher training generally across the states is either ad-hoc or on perceived needs of teachers rather than actual needs or learning outcome-gaps driven needs. So while teacher training is done yearly, it does neither translate into real improvements in their knowledge or pedagogical levels of handling classroom interactions nor does it lead to improvements in student learning outcomes. The need is to continuously analyze teacher needs in both knowledge and pedagogical domains of teachers across the state but also train them based on evidence of individual teacher gaps shown by data.
- 2. Need for Data-Driven Teaching Practices: Teachers often are not trained in the necessary skills and tools to utilize data effectively in their teaching methodologies. This prevents them from adapting their instructional strategies based on student performance data, hindering the ability to address individual learning needs and improve overall student outcomes.
- 3. Need for Continuous Training Modules: Current training programs are often fragmented and conducted as one-time events, lacking regular reinforcement and follow-up. This approach does not ensure sustained improvements in teaching practices and fails to keep teachers updated with the latest educational advancements.
- 4. Insufficient Tracking and Analysis of Training Impact: Enhancing our mechanisms to track which teachers have completed specific training programs and to analyze the impact of these trainings on their teaching performance presents a significant opportunity. By implementing such systems, we can more effectively assess the success of training initiatives, make informed adjustments, and continuously improve teaching practices and outcomes.
- 5. Absence of Key Performance Indicators (KPIs): Training programs are not consistently linked to well-defined KPIs that measure the success and outcomes of these initiatives. Without clear KPIs, it is difficult to evaluate the return on investment in teacher training and to ensure that the desired educational outcomes are achieved.

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2. Objective:

The "TNSTPD" program is designed to empower educators and bridge gaps in teacher pedagogical skills and knowledge skills needed to improve classroom interactions and utilize assessment to enhance learning, rather than merely teaching the class and measuring rote memorization recall-based student knowledge.

This training program equips teachers with expertise in personalized need-based knowledge and pedagogical gaps of teachers, assessment techniques, CCE methodologies, and adaptive learning strategies. This will additionally enhance teachers' understanding of assessment strategies that support holistic student development, focusing on both academic and co-curricular aspects. By the end of the training, teachers will be able to design and apply assessments integrated into the learning process, fostering an environment that promotes continuous learning, adaptive teaching, and overall student well-being.

Following the National Education Policy (NEP) 2020, all teachers are mandated to complete 50 hours of Continuous Professional Development (CPD) annually. As per the recent study conducted by "PARAKH", NCERT on Board, it is recommended that 10 hours may be dedicated to need-based teacher professional development, training on competency-based assessments, and paper setting. This requirement underscores the importance of bridging teacher pedagogical and knowledge-based gaps, equipping teachers with the necessary skills and knowledge to effectively design and implement assessments.

3. Scope of Work

3.1 Training Needs-based Teacher Professional Development Program:

The selected agency shall be responsible for conducting comprehensive teacher assessments across Jharkhand state, covering 1,35,000 teachers annually, over a period of 5 years, ensuring that assessments are conducted biannually. The assessment framework shall evaluate teachers across four key domains: Subject Knowledge, Pedagogical Knowledge, Belief/Attitude System, and Assessment Quality & CCE (Continuous and Comprehensive Evaluation).

- Subject Knowledge: Comprehensive evaluation of the teacher's mastery over their respective subject matter.
- Pedagogical Knowledge: Assessment of teaching methodologies, classroom management, and instructional strategies.
- Belief/Attitude System: Evaluation of professional disposition, teaching philosophy, and approach toward student development.
- Assessment Quality and Continuous and Comprehensive Evaluation (CCE): Measurement of competency in student assessment methodologies and implementation of CCE practices.

An agency has to prepare an implementation schedule for biannual assessments. Coordinate with district and school authorities for seamless execution. An agency will conduct assessments for 1,35,000 teachers twice a year, ensuring representation across districts. An agency should deploy trained assessors to schools or centralized

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assessment centers for in-person evaluations. Ensure the use of digital tools to facilitate accurate and efficient data capture.

3.1.1 Assessment Framework Development:

- Design comprehensive assessment frameworks covering four key domains:
 - -Subject Knowledge Assessment
 - -Pedagogical Knowledge Evaluation
 - -Belief/Attitude System Analysis
 - Assessment Quality and CCE Competency
- Develop assessment tools for different categories of teachers:
 - -Primary Teachers (Classes 1-5)
 - Upper Primary Teachers (Classes 6-8) Subject-specific
 - Secondary Teachers (Classes 9-10) Subject-specific
 - Senior Secondary Teachers (Classes 11-12) Subject-specific
- Create standardized question banks ensuring:
 - -100 questions per assessment
 - -Question jumbling capability
 - -Multiple versions of assessments
 - Subject-specific variations for multi-subject teachers
- Create scoring rubrics and performance indicators
- Ensure alignment with national education policies and state curriculum frameworks

3.1.2 Question Bank Development:

- a) Create extensive question banks containing a minimum of 100 validated questions per subject/domain.
- b) Ensure questions are available in both English and Hindi languages.
- c) Develop multiple difficulty levels within each question set.
- d) Include various question formats including multiple choice, case studies, and scenario-based questions.

3.1.3 Technology Infrastructure Development and Management:

- a) The agency shall develop and deploy a comprehensive online assessment and data collection platform with the following specifications:
 - i. Secure login system capturing hierarchical information including school, cluster, block, and district details.

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- ii. Controlled mobile application environment for standardized assessment delivery.
- iii. Automated question paper generation system with jumbling capabilities.
- iv. Real-time assessment monitoring and control mechanisms.
- The platform shall be designed to: b)
 - i. Support concurrent access by a minimum of 20,000 users.
 - ii. Maintain optimal performance with a 99.9% uptime guarantee.
 - iii. Ensure data security and privacy compliance.
 - iv. Provide disaster recovery and business continuity capabilities.

3.1.4 Assessment Administration:

The agency shall conduct biannual assessments, which means assessments will be conducted every 6 months with the following specifications:

- a) Question papers shall be jumbled for all participants to ensure assessment integrity.
- b) Multi-subject teachers shall receive subject-specific assessments for each subject they teach.
- c) Assessment duration shall be standardized across all categories.

Quality Control Measures should be implemented by the agency. Implementation of strict identity verification protocols and monitoring mechanisms to prevent malpractice. Regular audits of assessment delivery and scoring processes.

3.1.5 Analytics and Remediation System:

The agency shall develop and maintain a comprehensive analytics system that provides the following:

Performance Tracking and Analysis Dashboard

- Training Attendance Monitoring: Track teacher attendance at workshops and training at all levels, including classroom, school, and district, to monitor consistency and address participation issues.
- Role-based Access: Ensure secure, role-based access for teachers and educational administrators, with appropriate data visibility by role.
- Multilevel Data Views: Provide performance data views segmented by levels (classroom, school, cluster, block, district, state) for both granular and high-level insights.
- Periodic Updates: Design the dashboard to be periodically updated to ensure data remains current and reflects recent teacher performance.
- Data Visualizations: Use data visualizations to highlight:
 - Strengths and Improvement Areas: Display individual teacher strengths and targeted 0 improvement areas.
- Longitudinal Tracking: Enable continuous tracking over time to support teachers in setting goals, monitoring growth, and maintaining accountability.

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- Centralized Resource Repository: Provide a centralized digital repository where teachers can access Teaching and Learning Materials (TLM) aligned with curriculum standards and instructional needs.
- **Targeted TLM Recommendations:** Based on performance and attendance data, recommend specific TLM resources tailored to individual teacher needs, supporting targeted improvements and facilitating enhanced teaching outcomes.

Early Warning and Alert Mechanisms

- **Predefined Metrics and Thresholds:** Establish and regularly update key metrics and threshold levels that indicate performance gaps.
- **Responsive Dashboard Design:** Ensure the dashboard allows periodic updates to metrics and thresholds as performance standards evolve or as new indicators are identified.

System Adaptability and Scalability

• Future-Ready Architecture: Design the dashboard and underlying system architecture to accommodate future enhancements, including additional data sources, new analytics features, and updated teacher development requirements.

Based on the results and analysis the agency has to develop a **Remediation Framework** for teachers. There should be the development of personalized improvement plans based on assessment outcomes. The agency will be responsible for the creation and maintenance of a digital resource repository for teacher development. **Implementation of progress monitoring mechanisms and integration of feedback loops** for continuous improvement.

Feedback and Improvement Mechanism:

- A. Establish a formal feedback loop, with district and state educational leaders providing insights and support based on aggregated Training Needs-based Teacher Professional Development survey results.
- B. Encourage schools and education departments to set professional development goals and tailor in-service training programs according to the identified needs from the Training Needs-based Teacher Professional Development survey findings.

3.1.6 VSK Data Integration

To maximize the impact of teacher training programs and enable data-driven educational improvements, the agency shall develop a structured outcome analysis framework that integrates seamlessly with the State's Vidya Samiksha Kendra (VSK) data infrastructure. This integration will ensure that insights from teacher training programs can be effectively used to scale best practices, refine educational strategies, and guide future policy decisions. The key objectives and technical requirements for VSK data integration are as follows:

1. Outcome Analysis Framework for Teacher Training Programs

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- **Comprehensive Data Collection:** Collect detailed, standardized data on training outcomes, focusing on metrics such as teacher knowledge acquisition, instructional skills development, and impact on student learning outcomes.
- **Multidimensional Analysis:** Analyze training program data from multiple perspectives, including:
 - Teacher Performance Metrics: Assess improvement in teacher competencies, classroom engagement, and instructional effectiveness.
 - Student Impact Indicators: Evaluate changes in student engagement, performance, and retention that can be attributed to teacher training.
- Quantitative and Qualitative Metrics: Incorporate both quantitative metrics (e.g., assessment scores, attendance) and qualitative insights (e.g., teacher feedback, observed classroom practices) to capture the full impact of training initiatives.

2. Data Integration with Vidya Samiksha Kendra (VSK)

- **Real-time or Periodic Data Syncing:** Use APIs to integrate with VSK's data systems powering live analytics for the project monitoring. This synchronization should be automated to minimize manual data entry and enhance data reliability.
- Data Privacy and Security Compliance: Adhere to state and national data privacy regulations, implementing encryption and secure authentication methods to protect sensitive teacher and student data during transfer and storage within VSK.

3. Continuous Improvement and Feedback Loop

- Recommendations for Future Training Programs: Based on analysis findings, actionable recommendations would be identified to enhance the design and implementation of future teacher training programs.
- Feedback Mechanism Integration: Establish a feedback loop within the VSK integration to continuously update and refine training programs based on new data.
- **Performance Monitoring for Ongoing Adaptation:** Set up performance monitoring tools to track the ongoing effectiveness of training adjustments, ensuring that the training remains responsive and impactful over time.

Integration

Integration of proposed application with various existing applications/portals of the Department like-eVV, J-Guruji, U-DISE+ etc. for both way data/information sync, as per department's need, will be the bidder's responsibility. Similarly Integrations with external platforms/gateways will also be bidder's responsibility.

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By fulfilling these requirements, the VSK data integration will enable a robust, data-driven approach to evaluating and refining teacher training programs, ultimately supporting improved teaching quality and student outcomes across the state.

3.2 School Certification Study:

The School Certifications initiative represents a transformative effort to elevate educational standards across Jharkhand by systematically **evaluating and certifying 7,000 schools over the next five years.** This ambitious program targets the enhancement of education quality across primary, secondary, and high schools in the state, aiming to create a more conducive learning environment for all students. By setting benchmarks for school performance and fostering a culture of continuous improvement, the initiative seeks to identify areas where schools need support and to motivate institutions toward achieving higher standards in educational delivery.

An individualized certification ranging from Bronze, Silver, to Gold, based on student performance. This certification will serve as a benchmark for quality and a roadmap for improvement.

| Certification Level | Students Performance Threshold | Learning Domain Coverage |
|------------------------|--|---|
| Gold | ≥ 75% of students score 75% or above in each subject for each grade | Strong performance in 80% of domains |
| Silver | 75% of students score between 55% and 75% | Moderate scores in 65% of domains |
| Bronze | 75% of students score between 35% and 55% | Meets minimum criteria in 50% of domains |

The program will be executed through two strategic assessment rounds annually, systematically covering 1,400 schools each year, 700 schools in each round and two rounds in a year. This approach ensures a comprehensive and methodical evaluation of the educational landscape, allowing for deep, meaningful insights into school performance and potential areas of enhancement.

Holistic Assessment Framework

The certification methodology employs a nuanced, multidimensional evaluation approach that balances quantitative performance metrics with qualitative contextual understanding. The assessment framework is structured across two primary domains:

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- Learning Outcomes (60% Weightage) The learning assessment component encompasses a comprehensive 1. evaluation of academic performance across critical disciplines. By assessing student capabilities in literacy, mathematics, and science for grades 1-10, we provide a robust understanding of educational achievement and potential areas for targeted intervention.
- Institutional Quality Indicators (40% Weightage) Beyond academic performance, our methodology 2. critically evaluates the broader school ecosystem. This includes comprehensive assessments of infrastructure quality, student well-being, teacher engagement, and the overall learning environment. This holistic approach ensures that certification reflects the comprehensive educational experience.

Infrastructure and Resource Evaluation: Document the adequacy and condition of school infrastructure, evaluating essential elements that contribute to a conducive learning environment. Additionally, conduct qualitative assessments such as Focus group discussions with students and teachers to get a holistic view.

Sampling and Selection Strategy

The program employs a sophisticated, statistically robust sampling methodology:

- Randomly selected primary and secondary schools form the core assessment cohort
- High-performing schools from previous assessments are strategically included to track continuous improvement
- Gold-certified institutions are excluded from repeated assessments, allowing focus on developing schools

School Sampling

- Random Selection: Schools are selected using a randomized approach to ensure an unbiased representation of primary, secondary, and high schools.
- Inclusion of High-Performing Schools: High-performing schools from previous assessments are strategically included to track and benchmark continuous improvement.
- Exclusion of Gold-Certified Institutions: Gold-certified schools are excluded from subsequent rounds to focus on developing schools needing targeted interventions.

Grade Sub-Sampling within Schools

- Grade Stratification: Sub-sample grades from each school to represent all grade levels (1-10) effectively.
- Proportional Allocation: Select a proportional number of students from each grade based on the school's overall enrollment distribution. For instance:
 - 30% students from lower grades (1-5) 0
 - 35% students from middle grades (6-8) 0
 - 35% students from higher grades (9-10) 0
- Subject Sampling: Include key subjects such as literacy, mathematics, and science for assessments, ensuring a balanced focus on core competencies across all grades.

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Targeted Sub-Sampling of Student Groups

- Randomized Student Selection: Within each sub-sampled grade, students are selected randomly to participate in assessments, ensuring diverse representation.
- Inclusion of Marginalized Groups: Pay particular attention to including students from marginalized or underserved communities to capture their specific learning experiences.

Participation and Integrity Protocols

To maintain assessment credibility, the agency has to ensure a minimum student participation threshold of 80% is mandated. Schools failing to meet this criterion should be provided supportive interventions and offered opportunities for rescheduled assessments.

Learning Tools

A distinguishing feature of our certification framework is its inherent adaptability. Evaluation tools and criteria will be systematically refined in each assessment round, ensuring the certification process remains responsive to evolving educational landscapes and emerging pedagogical trends.

Timelines

- First Assessment Round: April-August
- Second Assessment Round: November- March
- Comprehensive Annual Review and Strategy Refinement

Development of Analytics Platform

1. Dashboards with Drill-Down Analysis:

a. Enable detailed analysis at multiple levels, including school, grade, and subject, to provide insights that are specific and actionable for each layer of the educational system.

2. Real-Time Feedback Mechanisms:

a. Implement automated feedback tools for school heads, delivering real-time improvement recommendations based on data insights to support prompt and targeted action.

3. Longitudinal Analysis Tools:

a. Provide capabilities for tracking and comparing school performance across multiple assessment cycles, allowing trends and progress to be easily monitored over time.

4. **Automated Reporting:**

a. Integrate automated reporting features that generate certification statuses, compliance reports, and analytical insights, streamlining the reporting process and ensuring data accuracy.

5. Data Security and Compliance:

Design the system to comply with national and international data protection standards (e.g., GDPR, FERPA), ensuring secure data access, encrypted storage, and adherence to best practices in data privacy and user confidentiality.

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Analysis and Reporting

- The agency will be responsible for providing school-wise analysis of the assessments conducted in the form of a report with relevant tables, graphs, charts and pictures.
 - Reports will have to certify schools that have met a defined threshold
 - Reports will provide aggregate school performance data subject-wise & grade-wise and therefore provide a certification to the school as Bronze/Silver/Gold
 - School-wise reports will have to be uploaded online
- Monthly report will also provide an overall summary view of schools certified, and competency-wise analytics at the state level
- Bi-annual reports will also provide block-wise/district-wise/state-wise analysis of schools certified and competency-wise analytics
 - All reports may be provided online.
- The Agency would be required to provide all reports online. The Agency may provide a live online dashboard to analyze grade and competency-related data received at various levels (state, district, block, cluster, school, class) with multiple logins. Along with this, the vendor will need to provide the raw data collected and the API through which additional data can be integrated upon need. If a live online dashboard cannot be provided, the Agency is required to support JEPC in the design of the required dashboard.
- To help the teachers understand reasons for commonly observed misconceptions and methods to address them, relevant analysis about gaps in teacher or student learning as well as commonly observed errors in the students' answers should be provided in concise leaflets/booklets, etc. for teachers.
- All deliverables submitted would be the property of the State of Jharkhand alone, and cannot be reproduced for any purposes by the vendor at any future date.

| S. No. | Activity | Timeline (Days) |
|--------|-------------------------------|-----------------|
| 1. | Date of Awarding of Project | 0 |
| 1. | Finalize methodology/Plan | 10 |
| 2. | Test Instrument Design for R1 | 30 |
| 3. | R1 Test administration | 45 |
| 4. | R1 Data analysis & reporting | 60 |
| 5. | R2 - R10 | 30-day cycles |

Key Deliverables & Timelines





<u>SECTION – VII:</u> <u>BID FORM AND PRICE SCHEDULE</u> <u>FORM "B"</u>

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BID FORM

Date:

Bid Reference/Invitation for Bid (IFB) No:

То

The State Project Director,

Jharkhand Education Project Council, Ranchi

J.S.C.A Stadium Road, Jagannathpur, Sector -3,

Dhurwa, Ranchi - 834004

Dear Sir,

We undertake, if our bid is accepted, to deliver the project deliverables in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will submit the bank guarantee of a nationalized/schedule bank of a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the JEPC.

We agree to abide by this bid for a period of 90 days after the date fixed for bid opening under Clause 19 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us:

(Signature)

Duly authorized to sign Bid for and on behalf of

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Format of BOQ

(MS EXCEL FILE IS AVAILABLE ON WEB PORTAL)

PRICE – SCHEDULE

NOTE: PLEASE DO NOT INCLUDE THIS IN YOUR TECHNICAL PROPOSAL FILE. IF ANY FINANCIAL COST INFORMATION INCLUDED AS PART OF TECHNICAL PROPOSAL< AGENCIES WILL BE DISQUALIFIED

| Validate | Print Help nem R | <u>ate BoQ</u> | | | | |
|---|--|-----------------------------------|-----------------------|--------------------------|--|--|
| Tender Inviting Authority | Tender Inviting Authority: JHARKHAND EDUCATION PROJECT COUNCIL, RANCHI | | | | | |
| Name of Work: | | | | | | |
| Contract No: | | | | | | |
| Bidder Name : | | | | | | |
| PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | | |
| NUMBER # | TEXT # | NUMBER <mark>#</mark> | NUMBER <mark>#</mark> | TEXT # | | |
| SI. No. | Item Description | Package wise total rate Rs. | TOTAL AMOUNT | TOTAL AMOUNT In Words | | |
| 1 | 2 | 3 | 4 | 5 | | |
| 1 | School Certification | | 0.0000 | INR Zero Only | | |
| 2 | Teacher Needs based Professional development | | 0.0000 | INR Zero Only | | |
| Total in Figures | | | 0.0000 | INR Zero Only | | |
| Quoted Rate in Words | | INR Zero Only | | | | |

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SECTION VIII: BID SECURITY FORM

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the JEPC during the period of bid validity :

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders; We undertake to pay the JEPC up to the above amount upon receipt of its first written demand, without the JEPC having to substantiate its demand, provided that in its demand the JEPC will note that the amount claimed is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain valid for one hundred and five (105) days from the date fixed for opening of tender, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of Bidder

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SECTION IX: CONTRACT FORM

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The Bid documents and terms and conditions mentioned therein shall be deemed to form, be read and construed as part of this Agreement.
- 3. In consideration of the payments to be made by the JEPC to the Agency as hereinafter mentioned, the Agency hereby covenants to provide complete the third party impact study and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The JEPC hereby covenants to pay the Agency in consideration of the provision of the completion of the project therein, the Contract Price as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5. It is further agreed by and between the parties that supplier (selected bidder) shall not claim nor will be entitled for any kind of interest on any kind of delay in payment.
- 6. Further it is also agreed by and between the parties that in case of any type of dispute, differences, the matter shall be resolved through the process of court, to be filed before competent court of civil jurisdiction at Civil Court, Ranchi. In any case no arbitration proceeding shall be resorted by any party, as there is no fund allocated by the government for incurring expenditure as against Arbitration proceeding.
- 7. Brief particulars of the deliverables which shall be completed by the Agency are as under:

| No. | Brief Description of deliverables | Total Price |
|-----|--------------------------------------|-------------|
| | | |
| | | |

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TOTAL VALUE: (contract amount to be filled) **DELIVERY SCHEDULE**

Delivery of deliverables of project No..... will be done on or before failing which delay penalty will be applicable as per the tender condition.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with laws on the day and year written above.

Signed, Sealed and Delivered by the Said (For the JEPC)

In the presence of:..... 1. Witness 1 2. Witness 2

Signed, Sealed and Delivered by the

Said (For the Agency)

In the presence of:..... 1. Witness 1 2. Witness 2

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SECTION X: PERFORMANCE SECURITY FORM

To: _____ (Name of the License Holder Publisher)

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a nationalized bank for the sum specified therein as security for compliance with the Agency's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Agency a Guarantee.

THEREFORE WE hereby affirm that we (Name of the Bank, place) are Guarantors and responsible to you, on behalf of the Agency, up to a total of Rs. (Rupees)

This guarantee is valid until the Day of20....

| Signature and Seal of Guarantors |
|----------------------------------|
| |
| |
| Date20 |
| Date20 |
| Address: |
| |
| |

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SECTION – XI: AFFIDAVIT

In response to bid reference no. dated I/We do hereby declare that I am/we are owner/partner/company;

- 1. That we have read and understood all the terms & conditions given in the bid documents and that our firm fulfills the eligibility criteria for executing the job.
- 2. That the information furnished in the bidding documents is correct to the best of our knowledge and that our firm strictly act by terms & conditions/instructions of the tender;
- 3. That we have never been blacklisted by any State/Central Govt. Department/Education Board/University/any other Board/Corporation etc. Our firm has never been disqualified for conducting services by Jharkhand Education Project Council or any Agency/ Semi Govt./Govt. Department in India etc. nor any such action is in process against the firm;
- 4. That our firm has been blacklisted/debarred by (<u>Name of the agency/board/department</u>) for a period of (<u>Mention the duration of blacklisting/debarment</u>). The duration of the said blacklisting/debarment has been completed or revoked by (<u>Mention the details of order regarding revoking of blacklisting/debarment</u>). Relevant documents are attached herewith. (Only to be mentioned by those firms who have been blacklisted/debarred before)
- 5. That I/We do hereby also ensure that the job of school certification and teacher needs-based professional development as per the schedules for which I am/we are bidding the rates and, if found successful, contract awarded to us, shall be completed as per specifications within the stipulated time;
- 6. That our bid shall remain valid for 90 days as specified in the bidding data sheet from the last date of submission of the bid;
- 7. That our firm has submitted a solvency certificate on letterhead of the Bank from...... (Name of the Bank), assuring financial assistance up to Rs. for purchasing paper and executing the job smoothly and successfully without any financial hurdle, (mention the amount of assistance);
- 8. That our firm will execute all jobs and all infrastructure required can be arranged by or are available with the firm;
- 9. our firm shall not be entitled to make any claim whatsoever against the JEPC arising out of the contract nor shall we be entitled for getting entertain for any claim for consideration before the Jharkhand Education Project Council. we shall honor the decision of the JEPC;

In the case at any stage, any of the information is found to be incorrect/false or concealed or our firm does not act according to the requirements of the tender, Jharkhand Education Project Council will have every right to take any action against me/us and/or my/our firm including registration of a criminal case against the firm or proprietors.

Deponent

VERIFICATION

That the information given by me/us about the.....(name of firm) is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

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