



Request for Empanelment (RFE)

Empanelment of Agency for providing Language Training at BIPARD

Tender No: Foreign Language /BIPARD/2025/01/125

Dated: 11/03/2025

Bihar Institute of Public Administration & Rural Development (BIPARD)

Glossary & Definition

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security/ Earnest Money Deposit (EMD)	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ vendor participating in the bidding process with the procurement entity
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract	"Contract" means a legally enforceable agreement entered into between the procuring entity and the selected bidder(s) with mutual obligations.
BIPARD	Bihar Institute of Public Administration & Rural Development
LoA	Letter of Award
FY	Financial Year
PAN	Permanent Account Number
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer.
Media Deliverables	Mascot, Immersive Simulations, Case Studies and Best Practices combinedly called Media Deliverables
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity
Service Level Agreement (SLA)	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
GST	Goods and Service Tax
WO/PO	Work Order/Purchase Order
RFP	Request For Proposal
PBG	Performance Bank Guarantee

1. Introduction: -

- a. BIPARD is an apex Institute of Training and Research in the field of Public Administration, Rural Development, Disaster Management, Panchayati Raj, Non-Government Organization, Urban Development, Land, Water Management and Sanitation etc.
- b. BIPARD has got two campuses, one in Gaya district of Bihar and another in Patna.
- c. All Empanelment submitted in response to the RFE document must be accompanied by an EMD of amount specified in this RFE, **paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) via e-Proc2 Portal**. Bids submitted without adequate EMD will be liable for rejection.
- d. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFE documents. Failure to furnish all information required as mentioned in the RFE documents or submission of a proposal not substantially responsive to the RFE documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.
- e. The proposal will result in empanelment of successful bidders meeting the criteria as per this RFE. Successful bidders will enter into an agreement with BIPARD and an empanelment letter with rate card will be issued to all agencies empaneled by this RFE. Subsequently, work orders will be issued on batch/activity basis to the empaneled agencies.

Note: Successful selection under this RFE may not necessarily result in an award of work to an agency. Award of work will be done on a case-to-case basis on the availability of batch and choice. of activities offered by the empaneled agencies.

2. Schedule of Bid Process:-

S. No.	Information	Details
1.	RFE No. and Date of availability	Foreign Language /BIPARD/2025/01/125, Available for download from 11 th MARCH 2025, 8:00 PM
2.	Last date for submission of written queries for clarifications	16 th MARCH 2025, 3:00 PM
3.	Date of pre-bid conference	17 th MARCH 2025, 04:00 PM Google Meet Meeting ID: https://meet.google.com/tfq-jxje-pua
4.	Release of response to clarifications	19 th MARCH 2025, 5:00 PM
5.	Last date of submission of bid	23 rd MARCH 2025, 4:00 PM
6.	Opening of Technical Bids	23 rd MARCH 2025, 5:00 PM
7.	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Shri Arya Gautam Senior Assistant Director, BIPARD, Gaya Email id:- bipardgayaeproc@gmail.com

3 Objective

- To provide ample academic support for interested students to learn various foreign languages for better employment and career opportunities.
- To create awareness among the students on the importance of learning foreign languages to meet the expectations of the global market.
- To enable students to communicate effectively in a foreign language and interact in a culturally appropriate manner with native speakers of that language.
- To produce engineering students with multilingual skills to aid them in the process of placement and also to become better research scholars.
- To generate a common window for various foreign languages that will be beneficial to both the students and campus recruiters.
- To help in expansion of the thinking process by introducing them to varied cultures and practices of the world through Language.

4 Scope of work: -

BIPARD invites proposal from agencies for providing Language Training at BIPARD. The empaneled agency will provide qualified and experienced Trainers to conduct Language Training at BIPARD Skill Park. The detailed scope of work for the Trainers is outlined below:

4.1 Time shall be of the essence in the performance of the Party respective obligations. If any time period specified herein is extended for the reason specified in the Agreement, any such extension if granted needs to be adhered to strictly.

- The selected agencies would be required to carry out the Training Activities to the identified students by BIPARD within stipulated timelines which shall be decided by DG, BIPARD.
- The following is the broad scope of work for selected TPs if they are sanctioned work under this initiative. Detailed scope of work shall be incorporated into the Agreement signed between BIPARD and the Selected TP prior to execution of work.
- By the end of the course, students will be able to communicate / write and read in respective Languages (German and Japanese etc).

4.1. Trainers:

- The Trainers must be qualified and competent enough to train the students to obtain the required outcome.
- The Trainers must be certified and have passed the Training of Trainer (ToT).
- Persons deployed as trainers by the TPs must be competent instructors in possession of requisite Qualification, Certification, Knowledge, Skills and Experience in their domain.

4.2. Assessments & Certification:

- Regular tests and internal assessment tests will be conducted.
- By the end of the course, an examination will be conducted, and marks will be provided by the Training Organization.

After completion of training, trainees would be assessed and certified by Third Party Evaluation by a reputed agency as decided by BIPARD.

- Note:** • The above requirement is indicative, and the actual number may change with time, based on the requirement of BIPARD.
- BIPARD reserves the right to call candidates for a personnel Interview before final selection.
- 4.3. The staff to be provided shall be the employees of the Agency and the list of such staff going to be deployed shall be made available to BIPARD within **four weeks** from the award of contract.
 - 4.4. The Selected Agency shall furnish the following documents in respect of the personnel who will be deployed at BIPARD before the commencement of work.
 - 4.4.1. List of persons deployed.
 - 4.4.2. CV of the person
 - 4.4.3. Attested copy of the Certificates and documents showing age, educational qualifications and experience
 - 4.4.4. Identity Cards bearing photograph.
 - 4.4.5. Aadhar number of the persons deployed (copy of the Aadhar Card may be provided).
 - 4.5. The Agency will maintain a record/register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official/representative of BIPARD. While raising the bill, the deployment particulars of the personnel engaged during each month should be shown. The Agency has to give an undertaking (on the format), duly countersigned by the concerned official of BIPARD, regarding payment of salaries as per rules and laws in force.
 - 4.6. BIPARD shall have the right to remove any person if he/she is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases.
 - 4.7. All statutory liabilities will be paid by the Agency such as ESI, PF, Workmen's Compensation Act, etc. The calculation of ESI and EPF for the personnel deployed shall be governed by the EPF Act and ESI Act respectively i.e. the ESI and EPF for the wages of personnel deployed by the bidders shall be calculated on the basic wage which shall in no case be lesser than the minimum wage as notified by the Government from time to time.
 - 4.8. BIPARD shall have the right, within reason, to have the employee removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation to BIPARD.
 - 4.9. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the Agency for BIPARD. The Agency shall have its own Establishment/Setup/Mechanism, etc. at its own cost to ensure

- 4.10. correct and satisfactory performance of its liabilities and responsibilities under the contract. The Agency shall ensure that its personnel shall not at any time, without the consent of BIPARD in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by BIPARD and shall not disclose any information about the affairs of BIPARD. This clause does not apply to the information, which becomes public knowledge.
- 4.11. BIPARD shall not be under any obligation for providing employment to any of the employee of the Agency after the expiry of the contract. BIPARD does not recognize any employee employer relationship with any of the employee of the Agency.
- 4.12. The contract period is for twelve months from the date of commencement, which may be extended further subject to satisfactory performance of the agency and on mutual consent of both the parties.
- 4.13. During the course of the contract, if any Agency's personnel is found to be indulging in any corrupt practices causing any loss of revenue to BIPARD shall be entitled to terminate the contract forthwith duly forfeiting the Agency's Performance Guarantee.
- 4.14. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- 4.15. The place of jurisdiction shall be Patna, Bihar for handling any disputes arising out of this contract/agreement.
- 4.16. The bidder shall be entirely responsible for redressing grievances or resolution of disputes relating to personnel deployed.
- 4.17. All liabilities arising out of accident or death of the personnel employed while on duty shall be borne by the Agency.
- 4.18. BIPARD reserves the right to increase or decrease the quantities by giving ten days notice to the second party.
- 4.19. The contract is valid for two (2) years and can be extended to another year upon the decision of the BIPARD Authority.

4.20. Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Institute reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

4.20.1. All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.

4.20.2. The transition plan along with the period shall be mutually agreed between vendor and Institute when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

5. Timelines: -

The bidder shall deploy staff at BIPARD within 4 weeks from the issue of work order/purchase order.

6. Liquidated Damages: -

The liquidated damage is an estimate of the loss or damage that BIPARD may have suffered due to non- performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder. If the bidder fails to deliver the services within the time period(s) specified in the contract, BIPARD shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the order value for every week (seven days) or part thereof of delay, would be levied subject to maximum 4 weeks. It means, the bidder shall have the liability of delayed supply to the maximum of 4 weeks after expiry of scheduled delivery date. After that the supply order shall be canceled and EMD will be forfeited and bidder will be debarred from participation in any future tenders.

7. Payment terms and conditions: -

The payment terms are as per the following Schedule.

Instalment	Payment Schedule	Criteria	Amount to be released
First	After 07 days from start of the batch	On commencement of training batch against validated candidates	30% amount of the total eligible project cost per batch
Second	On completion of the training program, evaluation and certification of the respective batch	On successful completion of evaluation and certification of the trainees.	70% amount of the total eligible project cost per batch.

Note: Payouts will be directly transferred to the Training Partner's bank account after deducting TDS (as per the applicable rates). The amount disbursed to the TP against a dropped or failed candidate in the first tranche shall be adjusted in the subsequent tranches.

7.1. No payment shall be made in advance or the final decision on the payment schedule shall be made competent Authority.

8. Indemnification: -

8.1. The Bidder shall, at its own expense, defend and indemnify BIPARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or willful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, vendors, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labor Laws including wages, salaries, remuneration, compensation or like.

8.2. The Bidder shall indemnify, protect and save BIPARD and hold BIPARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from:

8.2.1. A gross negligence and/or willful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.

8.2.2. Breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder.

8.3. Use of the deliverables and or services provided by the Bidder.

8.4. Infringement of any patent, trademark, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

8.5. The Bidder shall further indemnify BIPARD against any proven loss or damage to BIPARD's premises or property, etc., due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

8.6. The Bidder shall further indemnify BIPARD against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on BIPARD for malfunctioning of the equipment at all points of time.

9. Termination and Blacklisting:

9.1. BIPARD may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to the Second Party.

9.2. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.

9.3. If the vendor becomes insolvent or goes into compulsory liquidation.

- 9.4.If the vendor, in the judgment of BIPARD, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 9.5.If the vendor submits to BIPARD a false statement which has a material effect on the rights, obligations, or interests of BIPARD.
- 9.6.If the vendor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to BIPARD.
- 9.7. If the vendor fails to provide Quality services as envisaged under this Agreement.
- 9.8.Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning.
- 9.9.Failure of the vendor to mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- 9.10. Failure to abide by any lawful directions of BIPARD.

Note:- Blacklisting/Debarment of the vendor shall be a natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by BIPARD. Provided that before placing the vendor in the blacklist, with or without the termination of the contract, BIPARD shall issue a notice giving 15 days of time to the vendor.

10. Penalties: -

- a. BIPARD may impose a suitable penalty to the vendor for the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, BIPARD shall issue a notice given 15 days of time to the vendor before imposing a penalty of more than INR 1 Lakh (One lakh).
 - b. Failure to provide alternative staff immediately shall **attract penalty @1% of monthly cost per day per person** who is found missing/absent from the duty till the staff is available.
11. **Termination Payments: -** These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, BIPARD may encash and appropriate the performance security/bank guarantee etc. BIPARD may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

12. Foreclosure with Mutual consent: -

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

13. Fraud or Corrupt Practices

- a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI/WO and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFE, or in LOI/WO or the Agreement, BIPARD may reject a bid, withdraw the LOI/WO debar the bidder for a period of one year from participating in the future projects of BIPARD or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, BIPARD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFE, including consideration and evaluation of such Bidders Empanelment.
- b. Without prejudice to the rights of BIPARD under Clause above and the rights and remedies which BIPARD may have under the LOI/WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI/WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFE issued by BIPARD during a period of <1(one)year> from the date such Bidder, is found by BIPARD to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
 - i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
 - ii. “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. “coercive practice” means impairing or harming or threatening to impaired harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
 - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by BIPARD, Government of Bihar with the objective of canvassing, lobbying in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

14. Dispute Resolution

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

in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

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

15. Terms and conditions

a. Earnest Money Deposit:

- i. Bidders shall submit along with their bids, EMD of Rs 50,000 (Fifty Thousand only) **through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) viae-Proc Portal before last date & time of tender submission** and should be valid for 180 days from the due date of the tender/RFE.
- ii. Bids submitted without adequate EMD will be liable for rejection.
- iii. EMD is relaxed for the vendor with Valid MSME Certificate
- iv. EMD of all unsuccessful bidders would be refunded by BIPARD within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure II: Form 1. The EMD may be forfeited in case bidder withdraws its bid during the period of bid validity or successful bidder failed to execute the contract.

16. Right to terminate the process: -

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

b. RFE Document Fees:-

- i. RFE document can be downloaded from the website www.eproc2.bihar.gov.in after paying a tender fee of Rs.1000/-and processing fee of Rs.590 /. The fees will have to be paid online on the abovementioned website. Proposals received without or with inadequate RFE Document fees shall be rejected.

c. Performance Bank Deposit: -

- i. On receipt of LOI (Letter of Intent) from BIPARD, the successful bidder will furnish a bank guarantee byway of performance security, equivalent to 5% of the total contract value defined in this RFE or before this signing of the subsequent contract, typically within 15 days from the notification of LOI, unless specified to the contrary. In case a successful bidder fails to submit Performance Guarantee within the time stipulated, BIPARD may at its sole discretion cancel the LOI/LOA without giving any notice and encash EMD furnished by the Bidder in addition to any other right available to it under this RFE.

d. Submission of Proposals

- i. The bidders should submit their responses as per the format given in this RFE in the following manner a) Technical Proposal b) Commercial Proposal.
- ii. Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- iii. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- iv. The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website.
- v. **Detailed CV of all proposed resource person to be submitted along with copies of certificates along with technical proposal**

e. Venue & Deadline for Submission of Proposals: -

- i. Proposals, in its complete form in all respects as specified in the RFE, must be submitted online through <http://eproc2.bihar.gov.in>

f. Late Bids:-

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. BIPARD reserves the right to modify and amend any of the above-stipulated conditions/criterion depending upon project priorities vis-à-vis urgent commitments.

g. Tender Validity: -

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

h. Selection of Agency: -

- i. The selection is a two-stage evaluation process based on the QCBS Method.

17. Pre Qualification & Technical Evaluation:-

17.1. Proposal Eligibility Criteria:- The Bidders must carefully examine the below-mentioned eligibility criteria to be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

BIPARD will scrutinize the bids received to determine whether they are complete and as per the RFE requirement. The Bids meeting the criteria will be taken forward to the next stage of evaluation

i.e. technical evaluation. If the documents are found to match with the format, the Bidder will be eligible for technical evaluation. All the supporting documents/documentary evidence must be attached as per specifications.

S.No	Requirement	Criteria	Documents Required
1	Legal Entity	Any legal entity should be registered with the appropriate authority in India and have valid registration certificate for incorporation, PAN, GST etc.	i. Certificate of Incorporation/registration from an authority of State/Central government is to be produced. ii. GST Registration certificate iii. PAN iv. Form 2: Particulars of the Bidder v. Form 4: FORMAT FOR AFFIDAVIT
2	Turnover	The bidder shall have an average annual turnover of INR 50 lakhs or more for the last three financial years (FY 2021-22, FY 2022-23 and FY 2023-24 Provisional).	Audited financial statements and a CA certificate with valid UDIN number confirming the same.
3	Experience	The bidder shall have a minimum 1 year of experience in providing Language Training of a similar nature as on the date of submission of the bid.	1. Work Order & Completion Certificate Form 5: Format of Experience certificate
4	Not indicted/blacklisted by Court/Govt	Bidders should not have been blacklisted by any central/state government or any government institutions/organizations as on the date of bid submission.	Self -Declaration from the bidder (Form 3: Non-Blacklisting declaration)
5	Sub-contracting/ Consortium	Any form of Consortiums/Subcontracting is not allowed without prior written approval of BIPARD	Self-Declaration from the bidder (Form 1: Undertaking on Total Responsibility)

17.2 The Bidders shall be evaluated on the following parameters:

S. No	Requirement	Maximum Marks	Evaluation Criteria
1	Company Credentials (No. of Years in operation) 1) 0-5 years — 5 Marks 2) More than 5 Years — 10 Marks	10	The Bidder should be a legal entity registered and operating under the relevant laws of India.
2	Turnover	10	- 05 marks for an average turnover \geq ₹50 Lakhs - 10 marks for a ₹50 Lakhs and above
3	Experience	20	- 10 marks for meeting criteria (Similar nature of work of ₹20 Lakhs) - 15 Marks for (Similar nature of work between ₹20 Lakhs to ₹50 Lakhs) - 20 Marks for (Similar nature of work more than ₹50 Lakhs) Work Order/Completion Certificate
4	Manpower/ Language Trainer	10	CV of Manpower/Language Trainer as per the Scope of Work (it should mention the relevant qualification)
5	Technical Presentation (Technical Presentation date to be notified to bidders via email/Phone)	50	Quality/experience of Manpower/Trainer(10marks) Company relevant experience demonstration (10 marks) Understanding of requirement and Timelines of deployment, Access of requirement (30 marks)
	Grand Total	100	A minimum 70 marks is required to qualify further evaluation (i.e to be a part of financial bid)

NOTE: (Presentation Date will be confirmed Via Email/Phone). Bidders who will score at least 70/100 in technical evaluation criteria will be considered as technically qualified.

Documentary evidence must be submitted for each criteria and undertaking or declaration made by the Bidder must be on the letterhead and is to be signed by an authorized signatory only.

Completion Letter/Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference cited in project experience.

If any of the criteria information is not deducible from the submitted documents, marks will not be awarded in those criteria, though the Tender Evaluation Committee can ask for clarifications on their own discretion.

Technical bid submitted will be evaluated by an Evaluation Committee. The Evaluation Committee would also undertake a discussion/presentation with the Bidders on the understanding of the assignment, proposed ideas and solution, and the experiences. The technical capabilities and competence of the Bidders should be clearly reflected in the discussion/presentation.

BIPARD will inform the date, time and venue of the discussion/presentation to the Bidders.

Based on the details submitted by the Bidder in the Technical Proposal and the Discussion/Presentation with the Evaluation Committee at BIPARD, the Technical Evaluation of the eligible Bidders will be carried out.

18. **Financial Bid Evaluation**

- I. The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given weightage of 70%. The financial bids will be given a weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. BIPARD will appoint the top ranked consultant based on the ranking derived from the combined score. If technical and financial scores are the same then the bidder with more years of experience will be considered.
- II. Bidders secured at least 70 or more in technical evaluation will be eligible to participate in the financial bid opening process. The Financial Bids of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.
- III. The Bidders are required to quote their total fee (inclusive of GST as applicable) for the assignment. This amount / quote is to be used for financial evaluation purpose and, award of Work Order (if selected).
- IV. After opening of financial bids of eligible bidders, the financial scoring will be done.
- V. The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula as below:
- VI. **Financial Score = (Lowest Quote among the Bidders/Quote of the Bidder)*100**
- VII. After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and so on.
- VIII. The Bidder with Rank One (most responsive bid) based on QCBS system will be selected as the most suitable Bidder using a weightage of 70:30 for Technical and Financial respectively.
- IX. Illustration for calculation of combined score is as under:

A	B	C	D	E	F	G	H	I
Sr.No.	Name of the bidder	Technical Score secured	Weighted Technical Score (Col.C*0.70)	Actual Financial Rate/Quote (in %)	Financial Score (Lowest Rate/ Quoted Rate)*100	Financial Score Weighted (Col.F*0.30)	Total score (Col.D+Col.G)	Rank
- X. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. Abnormally Low financial bids will be handled as per the guidelines issued by Government.
- XI. Errors & Rectification: If there is a discrepancy between Words and Figures, the Figure indicated in Words will prevail”.
- XII. The total cost is be quoted by also including all the cost associated as defined in the tender.

19. Award Criteria: -

The Contract will be awarded on QCBS (70:30). BIPARD reserves the right to empanel the bidder for organizing events of similar nature for the same bid.

Note:

Cut-off date for the above to be taken as date of publication of the tender unless otherwise specified.

Documentary evidence must be submitted for each Criteria.

Self-declaration needs to be signed by Authorized Signatory / as specified.

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

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

21. Contract Finalization and Award: -

21.1.1. BIPARD shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On The Contract will be awarded on the basis of the QCBS Method. BIPARD reserves the right to empanel more than one bidder on the Negotiated/Bid rate. BIPARD also reserves the right to negotiate with the bidders on the Bid rate on one or more categories.

21.1.2. BIPARD reserves the right to order the quantities that may vary according to the specific requirement during the contract duration.

22. Signing of Contract:-

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

23. Failure to Agree with the Terms and Conditions of the RFE:-

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

24. **Annexure: -**

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFE using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms: Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Non-Blacklisting declaration

Form 4: FORMAT FOR AFFIDAVIT

Form 5: Format of Experience certificate

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for providing Language Training at BIPARD as per the requirements, terms and conditions of the RFE.

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

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding

Organization)Name :

Designation:

Date :

Time :

Seal :

Business Address:

Form 2: Particulars of the Bidder: -

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/Pvt. Ltd/ Partnership LLP/Proprietorship)	
4.	Details of Incorporation of the Company / Registration of the company/agency.	
5.	Valid GST no.	
6.	Permanent Account Number(PAN)	
7.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
8.	Mobile number of Bidder &Telephone No. (with STD Code)	
9.	E-Mail of the contact person:	
10.	Fax no (with STD code)	

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

SELF-DECLARATION ABOUT NON BLACK-LISTING

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

Date : _____

To,

Assistant Director,

Bihar Institute of Public Administration and Rural Development,

Gaya, Bihar

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

Sir,

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

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

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

Yours faithfully,

(Name & signature with stamp of the bidder)

Form 4: FORMAT FOR AFFIDAVIT

A F F I D A V I T
UNDERTAKING REGARDING GENUINENESS OF DOCUMENTS
(On Non-Judicial Stamp Paper of RS 100/-)

I/We, _____, Partner/Director/Legal
Attorney/Accredited Representative of M/s. _____ solemnly declare that:

1. I/We are submitting Tender for the work _____
_____ against Tender No. _____
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct, and true.
3. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
4. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future tenders and/or any action as deemed fit by BIPARD may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.
5. I/We on behalf of(Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender document and will unconditionally abide by all the terms and conditions as given in the abovementioned RFE.

SIGNATURE OF THE BIDDER WITH SEAL

Dated

Form 5: Format of Experience certificate

Contract No./Sup order No.	Name of the Client	Description n of work	Total no of IT resource s provided	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

ANNEXURE – II FINANCIAL BID**Form 1: Financial Proposal****CONDUCT OF FOREIGN LANGUAGE COURSES TO STUDENTS****PRICE DETAILS****GERMAN**

SN	Hours	Level	Cost for 20 Students in Rs. (Inclusive of all charges and taxes)	Cost for 30 Students in Rs.(Inclusive of all charges and taxes)	Cost for 60 Students in Rs.(Inclusive of all charges and taxes)
1	60	A1			

FRENCH

SN	Hours	Level	Cost for 20 Students in Rs.(Inclusive of all charges and taxes)	Cost for 30 Students in Rs.(Inclusive of all charges and taxes)	Cost for 60 Students in Rs. (Inclusive of all charges and taxes)
1	60	A1			

JAPANESE

SN	Hours	Level	Cost for 20 Students in Rs.(Inclusive of all charges and taxes)	Cost for 30 Students in Rs.(Inclusive of all charges and taxes)	Cost for 60 Students in Rs.(Inclusive of all charges and taxes)
1	60	A1			

Note:1

- 1) To be submitted in a separate price cover stating “Price Cover- Foreign Language Training”
- 2) BIPARD reserves the right to finalize the mode of training and take into consideration the financial proposal for the same.
- 3) While the firm is free to quote average price rate for different categories, the Authority reserves the right to seek clarifications in case variations in the above rate, over the various categories, are beyond explicable limits.

Note: 2

1. The bidder shall specify the GST separately.
2. This form is illustrative, bidders shall submit the BOQ excel file given along with the tender documents.
3. The financial proposal shall include all costs associated with the scope of work. BIPARD shall not bear any cost other than the total cost mentioned in the financial proposal.
4. All the clauses mentioned in Resolution No.M-4-06/2023-2988 dated 23/03/2023 of Finance Department, Government of Bihar shall be Mandatory & Applicable.(if applicable)
5. BIPARD reserves the right to request the required number of Language Trainers or increase or

decrease the batches as per its operational needs. The agency shall ensure the timely provision of personnel with the requisite qualifications and experience in accordance with the terms and conditions outlined in the RFE.

Form 2: Performance Bank Guarantee**PERFORMANCE SECURITY:**

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

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

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

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

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

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

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

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

- I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
 It is condition of our liability for payment of the guaranteed amount or any part thereof arising

under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <*Insert Expiry Date*>) failing which our liability under the guarantee will automatically cease.

