



**Request for Proposal (RFP) –
Establishment of Language Laboratory &
Supply of Learning Kit to Schools Under
ST & SC Development Department**

July 2022

RFP No. 2140

Date of Issue 21.07.2022

Last Date of Submission of Bids 12.08.2022

**ST & SC Development, Minorities & Backward
Classes Welfare Department**

Govt. of Odisha

Notice Inviting Request for Proposals

Selection of Agency for “Establishment of Language Laboratory & Supply of Learning Kit to Schools” under ST & SC Development, Minorities & Backward Classes Welfare Department

RFP No. 2140

Date - 21.07.2022

ST & SC Development, Minorities & Backward Classes Welfare Department intends to Establishment of Language Laboratory & Supply of Learning Kit to Schools functioning under the administrative control of the Department. The Department intends to select reputed Agencies to participate in the bidding process. The main purpose of this RFP is for selection of an Agency for Establishment of Language Laboratory & Supply of Learning Kit to Schools and the use of which would enhance the interest as well as learning level of the students in these schools.

The selected Bidder would establish the language laboratory with all the required hardware equipments and software to enable to students in these schools to enhance the language learning level, so that they would be able to communicate in both written and spoken manner with good vocabulary and proper sentence framework. The selected Agency should be able to do the requisite within the stipulated timeline at the designated schools under the supervision of the respective District Welfare Officer (DWO) in proper packaging. The items should thereby be transferred safely to the respective schools. The items supplied should be non-toxic, lead and arsenic free, chemical free and safe for the students for use.

The Bid Document can be downloaded from the official website <https://www.stsc.odisha.gov.in> and the responses of this Request for Proposal (RFP) shall be deemed to have done after careful study and examination of this document and full understanding of its modalities, process of execution and items to be delivered. The bids are to be submitted by Post (Registered / Speed) on or before the closing date in the address mentioned in the document. The two part (Technical & Financial) bids submitted by the Bidder will be opened in the presence of the bidders present in the meeting. Detailed information regarding important dates, address for submission of bid, Material Supply List (MSL), Total Bill of Material (BOM), Quantity, Delivery Location and other requisite is available in the Information Factsheet of this Bid Document.

Information Factsheet

Sl.	Milestone	Details
1	Nature of Work	Request for Proposal (RFP) – Establishment of Language Laboratory & Supply of Learning Kit to Schools under ST & SC Development Department
2	Name of the Issuer of this Request of Proposal (RFP)	ST & SC Development, Minorities & Backward Classes Welfare Department
3	Website for downloading documents regarding RFP	https://stsc.odisha.gov.in
4	Issue of RFP	25th July 2022
5	Pre Bid Meeting	1st August 2022 : 4:00 PM – 6:00 PM Virtual Meeting Link : https://meet.google.com/pbn-auaw-nrg
6	Closing Date of RFP	12th August 2022
7	Last Date & Time of Submission of RFP by Bidders (TA)	12th August 2022 – 5:00 PM
8	Address for Correspondence & Submission of Two Part Bids (Technical & Financial)	Odisha Tribal Development Society (OTDS), Adivasi Exhibition Ground, Unit – I, Bhubaneswar – 751009 E – Mail : otdsbbsr@gmail.com
9	<ul style="list-style-type: none"> • Bid Acceptance, Opening of Technical Bids in presence of Bidders • Presentation by Bidders and discussion • Opening of Financial Bids • Date, Time & Venue 	19th August 2022 Odisha Tribal Development Society (OTDS), Adivasi Exhibition Ground, Unit – I, Bhubaneswar – 751009 E – Mail : otdsbbsr@gmail.com
10	Mode of Selection	Least Cost Based Selection (LCBS)
11	Validity of Proposal	The proposal shall be valid for a period of 180 days from the last date of submission of bid / proposal

*** Note :** The Department reserves the right to change any schedule items / dates. Please refer to the website mentioned in the RFP regularly for updates. Proposals must be received not later than the date & time mentioned in the Information Sheet. Proposals that are received after the scheduled date and time mentioned will not be considered and will be summarily rejected without mentioning any reasons thereof.

1) Definitions and Interpretations

- A. **Agreement** means the Contract to be signed between the ST & SC Development Department and the successful Bidder including all the important information, guidelines, implementation modalities, requisite attachments, appendices and other documents incorporated by reference thereto together with any subsequent modifications, the RFP, the Bid Offer, the Acceptance and all related correspondences, clarifications and notices.
- B. **First Party** refers to the ST & SC Development, Minorities & Backward Classes Welfare Department
- C. **Department** refers to the ST & SC Development, Minorities & Backward Classes Welfare Department
- D. **Second Party** refers to the Bidder offering the solutions, services and materials related to the supply of Language Learning Kits.
- E. **Bidder / Agency** means any Agency selected for offering the solutions, services and materials related to supply of Language Learning kits to schools as mentioned in the RFP. The word Bidder when used in the span of contract shall be synonymous with the Agency with whom the Department signs the agreement for providing the services, solutions and materials
- F. **Contract** is used synonymously with the Agreement signed by the Department with the Agency during the Contract Period within the validity of the Contract.
- G. **Designated Officer** refers to the Officer appointed by the Department to act on its behalf for overall supervision and coordination of the Project along with monitoring at regular intervals.
- H. **Committee** means the group of Officers formed under the Chairpersonship of a Department Head constituted for a purpose of work / designated to perform some tasks any period of time.
- I. **Effective Date** means the Date on which the Contract is signed

- J. **Validity Period or Contract Period** means the period from Effective Date to the Date which the Contract either finish / ceases to exist / is terminated
- K. **Scope of Work** means all the Goods and Services along with any other deliverables as required to be delivered / works to be done / services to be rendered during the Validity Period or Contract Period. The goods or materials to be delivered / works to be done / services to be rendered are required to be provided by the Agency.
- L. **Goods / Services/ Deliverables** means all the Goods and Services along with any other deliverables as required to be delivered / works to be done / items to be supplied / services to be rendered by the Agency pursuant to the RFP and to the Contract signed by the parties in pursuance of any specific assignment awarded by the designated authority. In addition to this, the definition would also include other related / ancillary services that may be required to execute the Scope of Work under the RFP or Contract.
- M. **Timelines** means the project milestones for performance of the Scope of Work & delivery of the Goods or Services as described in the RFP or Contract.

SECTION – I

1. Background

Education is the foundation of socio-economic development with the potential of reversing the historical deprivation faced by the Scheduled Tribe & Scheduled Caste communities. The role of education in bringing about upliftment and development of these disadvantaged sections of society is uncontested.

The Department, being the nodal department for the welfare of Tribal communities, is taking earnest efforts to improve the educational attainment among tribal students through its range of enabling education programme / schemes such as opening of residential schools and hostels for improving access, up-gradation of schools to higher levels, including Higher Secondary, incentives in form scholarships to ST / SC students and other supports in form of free books, & uniform etc. In view of the progressive steps taken by the State Government, the education scenario amongst the ST / SC communities have been witnessing significant improvements over the years with increasing literacy rates and enhanced participation of tribal students at different levels of education.

The Department has taken many efforts and innovative practices to enhance the learning levels and skills of the students studying in the ST / SC Development Department run schools across the State. This provisioning of Language Learning Kits in the schools is also another visionary attempt to enhance the understanding and learning skills of the students. By the use of these items the students will be able to listen, analyze and visualize the processes, by combination of many items in the language learning kits. The LSRW kit will also provide an enable an environment for the students to learn while Listening, Speaking, Reading, Writing : The 4 Basic Language Skills the different items in the kit.

LSRW way of Learning abilities are Listening, Speaking, Reading, and Writing. With regards to acquiring the Learning abilities, LSRW way of Learning skills are regularly gained by listening first followed by speaking, reading and writing. Hence, these abilities are frequently called LSRW way of Learning. The cornerstones of learning a language are -

- Listening
- Speaking
- Reading
- Writing



Teaching in this manner, will guarantee focus around all these four abilities and provides a stage to the students to sharpen their capability to Learn more effectively. A perfect curriculum for learning would include content for all the previously mentioned four abilities. However, it is seen that most of the times the reading and writing skills are given more significance over the previous two abilities.

In reality, in the process of learning, listening and speaking should take precedence over reading and writing. The advantages of normally learning any subject / topic can be upgraded incredibly when the LSRW method is practiced in the same sequence.

- **Listening**

Listening is the primary learning skill. It is what is known as a responsive ability, or a latent skill, as it expects us to utilize our ears and our minds to understand; as it is being told or addressed to us. It is the first of two normal learning skills.

Listening is the capacity to precisely acquire and translate the significance in the communication process.

Listening is critical to very essential and the most useful and powerful skill needed for effectively understanding and correlating the essentials and fundamentals. Without the ability to listen adequately, the understanding is essentially mistaken. Subsequently, correlation separates out and the understanding wades out without much of a stretch and the learner gets baffled.

- **Speaking**

Speaking is the communication medium of learning orally. To talk, we make sounds utilizing numerous pieces of our body, including the lungs, vocal tract, vocal lines, tongue, teeth and lips.

Speaking is the second of the four learning skills. Speaking is normally the second expertise that we learn. Speaking or talking means to communicate, or expressing one's thoughts and feelings in a spoken language.

In primary schools elocution and recitation are main sources to master the phonetics, the sounds, the rhythm, and to an extent the intonation, modulation and variation in the way to be effective in conveying ideas and information.

- **Reading**

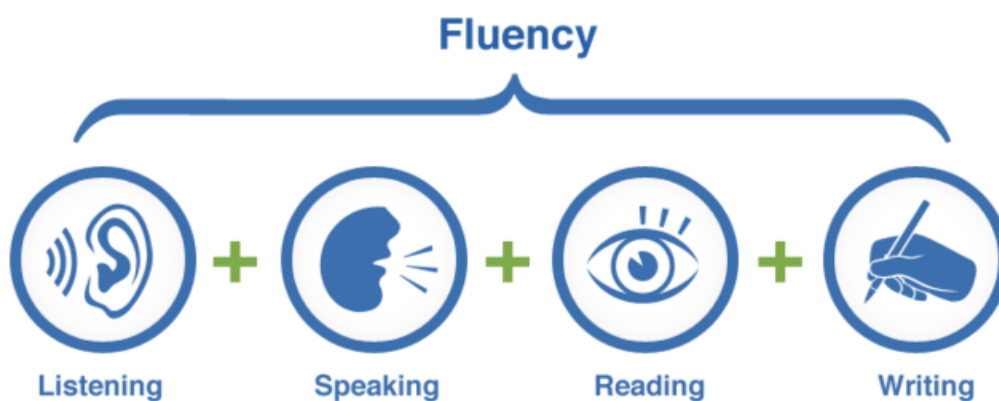
One of the primary things you find out about reading is that there are diverse reading strategies and the students ought to know about which procedure is most fit, as required for the reading effort required by the content or by their educator / teacher.

Preparing the students to know their reading methods and derive when best to apply them is in reality significant, particularly under test conditions when opportunity limitations become possibly the most important factor and choices should be made relying upon time accessibility and the significance of the outcome that needs to be achieved.

- **Writing**

Writing is the fourth language expertise we may gain in our learning. Similarly as with speaking, it is a gainful, or dynamic expertise, as it expects us to utilize our hands and our minds to deliver the composed message, idea, thought or information that we would have spoken otherwise.

Writing abilities might be improved by giving activities on piece and exploratory writing. Students ought to be taught and urged to compose, arrange and organize their thoughts on a giving subject or topic. The significance of sequencing their idea thought process ought to be appeared so as to acquire cohesiveness, completeness and accurateness in their writing



2. Requirement, Scope of Work, Deliverables & Timelines

ST & SC Development, Minorities & Backward Classes Welfare Department invites Request for Proposal (RFP) from eligible bidders for Establishment of Language Laboratory & Supply of Learning Kit to Schools for use of language learning by the ST / SC students in the schools functioning under the administrative control of ST & SC Development Department across the State.

This contract includes supply of Language Learning Kit, quality test certifications of the items supplied as per specifications, training of teachers on usage of the items in the kit, warranty for a period of 1 year. The purpose of this RFP is to ascertain that the requirements for the same are performed by the selected agency. The agency is selected through proper bidding process, scrutiny and selection procedures done by the Department .

a. Coverage & Scope of Work :

The Language Learning Kits are to be supplied to different ST / SC schools across the State. These schools are the primary classes schools under the administrative control of ST & SC Development Department, located in different districts. This contract includes supply of Language Learning Kit, quality test certifications of the items supplied as per specifications, training of teachers on usage of the items in the kit, warranty for a period of 1 year. The purpose of this RFP is to ascertain that the requirements for the same are performed by the selected agency.

- The details are in the annexure under Reference section annexed along with this RFP document.
- The district wise breakup of total number of schools and DWO offices is as annexed
- The Material Supply (MSL) list is as annexed
- Bidders are requested to refer to these annexures and checking the MSL while preparing the BoM and participating in the bidding process.
- Proper handing over of items to the respective DWO offices as per indent
- Testing of samples within the production lot, of the items as per specifications, quality and composition of materials being supplied by the Agency has to be done through proper certification agency.

b. Transportation, Delivery & Damages during Transit

The selected Agency should ensure safe delivery of the required items as per contract to the designated DWO offices located in various districts. Any transit insurance, labour, road permits, etc., if required for the same, shall be arranged by the Agency at no extra cost to ST & SC Development Department. Transportation and logistics costs including the mentioned costs, if any, in this regard is an integrated part of the price bid and no additional claims for funds can be made by the agency at any point of time during the contract period or in future.

Each of the Kit should be marked with a unique serial number and the delivery challans, bills / invoices and other necessary documents should refer to those unique serial number, without which the stock certifications will not be possible and necessary payments cannot be made.

The Agency is responsible to ensure that the items are delivered in proper packaging so as to avoid damages / breakage of any of the items in the Kit during transit. Post-delivery of kits to the school point the head master will submit the receipt certification along with necessary stock entry certification after inspection of items in the kit and completeness of the consignment. If any item within any of the kits is found to be damaged / mutilated / broken / missing, the details will be reported back to the Agency through DWO and Department. It is the sole responsibility of the Agency to replace the damaged / mutilated / broken and also to supply the requisite items that are found missing in the kit. The replacement / supply against this clause has to be done by the Agency at no extra costs, for which no bills can be raised. Only delivery challans can be raised to replenish the listed items after having supplied them to the respective DWOs. The Department will not accept any consignments or will not take any responsibility for transit / transportation of any of the items or kits.

c. Training & Handholding Support

Post-delivery of Language Learning Kit, the Agency with handholding support from the Department has to provide handholding support and impart training to the stakeholders, which may include the DWOs, schools head masters and teachers, as nominated. The training should be imparted by some professionals who are

qualified enough on the usage and proper handling of each of the items in the Language learning kit. This is the responsibility of the Agency and the cost for which is an integral part of the price bid and shall be arranged by the agency at no extra costs. No additional claims for funds can be made by the Agency at any point of time during the contract period or in future.

d. Warranty & Support

The Agency with whom the contract has been signed is assigned to supply the requisite items as per MSL to the concerned DWOs which will then be distributed to the respective schools. The Agency should ensure safe delivery of the required items. The agency will have to provide post contract warranty on all the items for a period of 1 year from the date of completion of the contract.

e. Timelines

The milestones, deliverables and time schedule for the implementation of project shall be as follows: -

a) The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period.

b) It should be noted that any delay in the project timelines shall attract Liquidated Damages to the Agency.

SI	Activity / Milestone	Delivery Schedule
1	Delivery of consignments to the DWO Offices and ensure verification of stocks delivered as per BoM and Delivery Challans	Within 4 weeks from the date of signing of contract
2	Training to nominated officials and handholding support	Within 4 weeks of Delivery of consignments
3	Replacement the damaged / mutilated / broken and also to supply the requisite items that are found missing in the kit	Within 2 weeks of report submitted to the Agency by the Department
4	UAT & Signoff	Within 2 weeks of completion of the whole assignment

The detailed delivery schedule is outlined in the Activity / Milestone Gantt Chart for better clarity of the bidders / agencies

Activity / Milestones Gantt Chart

Sl.	Activity / Milestone	Week No. (Starting Week is based on the Date of Signing of Contract)											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Delivery of consignments to the DWO Offices and ensure verification of stocks delivered as per BoM and Delivery Challans												
2	Training to nominated officials and handholding support												
3	Replacement the damaged / mutilated / broken and also to supply the requisite items that are found missing in the kit												
4	UAT & Signoff												
5													

Implementation Strategy :

The Language Laboratory should be established by following the procedures as outlined

Audio Video with Desktop Computer



Software Module



Cloud Storage



Language Laboratory

There are three important aspects that would be done for establishment of Establishment of Language Laboratory & Supply of Learning Kit to Schools Under ST & SC Development Department, which are as detailed below –

A. Headphones : The Headphones should be compatible and can be connected to Desktop Computer, Laptop, Mobile Devices. These should have the specifications as tabulated :

Sl.	Particulars	Specifications
1	Item	Headphone – Stereo Headset with Digital Stereo Sound
2	Audio	Wired Headphones - 40Hz – 20kHz frequency response
3	Microphone	Microphone - 300Hz – 20kHz frequency response
4	Compatible Operating System	Windows, Mac, Linux, iOS, Android
5	Compatible Devices	Desktop Computer, Laptop, Mobile Devices
6	Compatible Web Browsers	Internet Explorer, Google Chrome, Mozilla Firefox, Safari, Opera
7	Headset	Padded Headband And Ear Cups
8	Noise Cancellation	Noise Cancellation Microphone
9	Audio Video Support	Supports all compatible devices for playback of any Audio / Video when connected to those devices
10	Warranty	1 Years

B. Software Module : A composite software should be supplied which should be modular based on the Class – Subject – Chapter – Topic, which should be interactive on any devices. This should in a form of a CBT (Computer Based Training) Module. The software module should be user interactive for the user to navigate through any modules at an instant. The Software along with the Modules should be compatible to all the Desktop Computer, Laptop or Mobile Devices along with all Operating Systems installed in those Devices, like - Windows, Mac, Linux, iOS, Android. The software should be provided in a distributable manner which can be installed in any device, Desktop Computer / Laptop – EXE, MSI formats or any another other installation formats and Mobile Devices - APK or any another other installation formats based on the Operating System installed. Licenses if any, should be provided for a duration of 5 years atleast

There should be tutorials in the software module, for the users to have a view on the process and procedures that should be adopted for attending the evaluation process, along with self-assessment modules.

Modules should be provided in the software for instant evaluation of the learning by the candidates through this Software. The Assessment Examination marks should be provided to the candidates in a downloadable format so that the user can self-determine the performance of self in the Assessment Examination through the software.

C. The software should be COCO (Connect – Online & Connect - Offline) model wherein the updates be streamlined at any instant from the Central Server, whenever there is internet connectivity. The contents should automatically get uploaded / downloaded in a seamless manner from the device – Desktop Computer, Laptop or any Mobile Devices. In order to establish this COCO model, Cloud Server Space with appropriate space to accommodate the contents (Textual, Audio & Video) contents may be reserved, so that it could be connected from multiple devices from multiple locations at any time. The server bandwidth for multiple uploads and downloads in seamless manner should also be considered for implementation of the programme.

Section – II : General Instructions to Bidders

3. Instructions to Bidders

This section specified the procedures to be followed by bidders for the preparation and submission of their Bids. It is important that the Bidders carefully reads and examines all the terms and conditions of this RFP

3.1. Availability of RFP Document

The RFP document on Establishment of Language Laboratory & Supply of Learning Kit to Schools will be available on the Official website <https://www.stsc.odisha.gov.in/> Bidders can download the document from the official website. The document comprises of the background information, requirement analysis, general instructions and procedures for filling up the bid document and annexing the requisite documents for applying in the bidding process. The prospective bidders are requested download the bidding document from the websites and follow the bidding steps as prescribed. The bid Notice is also published in leading newspapers for wide Circulation.

The Bidders have to adhere to the timelines as prescribed in the Information Factsheet so as to avoid delayed submissions of their bids. At any time before the submission of Proposals, the Department may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the official website and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals and if the amendment is substantial, the Department may extend the deadline for the submission of Proposals. Any alterations / modifications done in the said timelines as mentioned will be informed according by addendum / corrigendum, that will hoisted in the official website. Bidders have to keep themselves updated with the latest information and updates being sharing in the website from time to time on regular basis.

Bidders are requested to kindly read the whole RFP document carefully along with the requisite terms and conditions and procedures for applying in the bidding process. Non availability of the required documents, non-compliance of the requisite information, data wrongly quoted may lead to securing lesser marks in the scoring sheet or information wrongly cited may lead either to disqualification of the bid.

3.2. General Instructions

1. From the time of Bid advertisement to the time of Contract award, if any Bidder wishes to contact the Office of the ST & SC Development, Minorities and Backward Classes Welfare Department for any clarifications on any manner related to the Bid, it should be done in the address mentioned in Bidding Data Sheet.
2. The Officer notified by the Department will endeavour to provide timely response to the queries. However, it is to ascertain that no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the department undertake to answer all queries that have been posed by the bidders.
3. The bidder shall bear all costs associated with the preparation and submission of the Bids, and the department shall not be responsible or liable for those costs, regardless of any conduct or outcome of the bidding process.
4. Bidder shall submit only one Bid. Multiple bids if submitted will be tagged into a single bid and the lowest quoted amounts will be considered as quoted value.
5. The Bids shall remain valid for a period of 180 days after the bid submission deadline date prescribed by the department
6. In exceptional circumstances, prior to the expiration of the bid validity period, the Department extend the period of validity of their bids

3.3. Document Fees, EMD and Bank Guarantee

1. **Document Fees** : There is no RFP document fees or any other amount to be submitted in regard to purchase of document or document processing fees. The bidders will not have to submit any type of cheque / bank draft / cash transaction / challan in regard to purchase of document or document processing fees.
2. **Earnest Money Deposit**: There is no Earnest Money Deposit (EMD) or any other amount to be submitted in manner along with the Bid Document. The bidders will not have to submit any type of cheque / bank draft / cash transaction / challan in regard to submission of Earnest Money Deposit (EMD) along with the Bid Document.

3. **Bank Guarantee** : After completion of the whole bidding process, the selected Agency will be awarded the contract. The Agency will be requested to sign the Contract at the agreed contract value.

- The Agency will have to submit the Bank Guarantee in shape of Bank Guarantee while signing the Contract agreement with the Department. The value of the Bank Guarantee shall be equal to 3% of the Total Contract Value for which the agreement is being signed. The Bank Guarantee from any Nationalized Bank / Schedule Bank in the Performa given should be valid for a period of 1 year beyond the duration of Contract as specified in the document.
- The proceeds of the performance bank guarantee shall be payable to the Department as compensation for any loss / penalties resulting from the successful bidder / Agency who would be failing to complete its obligations under the Contract along with the timelines mentioned in the Contract.
- This BG will be returned to the Agency after successful completion of the Contract.
- Non submission of the Bank Guarantee would be considered as a factor of non-compliance and will be construed as non-willingness by the Agency for signing of MoU.
- Should the assignment period, for whatever reason be extended, the bidder shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended/revised Bank Guarantee to the Department before the expiry date of the Bank Guarantee originally furnished.

3.4. Confidentiality

1. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a Department shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a) Impede enforcement of any law
 - b) Affect the security or strategic interests of India
 - c) Affect the intellectual property rights or legitimate commercial interests of bidders
 - d) Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

2. The Department shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
3. The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (1) above.

3.5. Recoveries from Supplier / Agency

1. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
2. Department is liable to withhold amount to the extent of short supply, broken / damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from performance security deposit of AGENCY available with Department.
3. The balance, if any, shall be demanded from the Supplier/ Agency and when recovery is not possible, Department shall take recourse to law in force.

3.6. Taxes & Duties

1. The GST if applicable shall be deducted at source.
2. The TDS is applicable shall be deducted at source
3. For Goods / Equipment supplied from outside India, the successful bidder / Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
4. For Goods / Equipment supplied from within India, the successful Agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

3.7. Packing and Documents

1. The Agency shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Purchase Order. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme atmospheric temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into

consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Project, including additional requirements, if any, specified in the Purchase Order, and in any other instructions ordered by the Department.

3.8. Insurance

The Agency should be responsible for undertaking comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, etc. relating to this assignment. No additional cost will be claimed by the Agency from the Department.

3.9. Transportation

The Agency shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at project locations. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

3.10. Extension in Delivery Period and Liquidated Damages (LD)

1. Except as provided under clause "Force Majeure", if the selected bidder / Agency fails to deliver the related Services within the period specified in the Contract, the Department may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in Section "Service Level Standards" for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or Contract. Once the maximum is reached, the Purchaser may cancel the Contract pursuant to clause "Termination".
2. The time specified for delivery in the bidding document shall be deemed to be the essence of the Project and the supplier / selected bidder shall arrange goods supply and related services within the specified period.

3. Delivery period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the selected bidder:
- a) The selected bidder / Agency shall request in writing to the Department giving reasons for extending the delivery period of service, if he/she finds himself / herself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - b) The Department shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
 - i) When delay has occurred due to delay in approval by Department.
 - ii) When the delay has occurred in providing space or any other infrastructure, if Department was required to provide the same as per the terms of the Bid.
 - c) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the Contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

3.11. Termination

Department may at any time terminate the Contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter. The Department reserves the right to cancel the Contract in the event of happening one or more of the following conditions :-

- a) Failure of the successful bidder to accept the contract.
- b) Delay in delivery beyond the specified period.
- c) In addition to the cancellation of the contract, Department reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- d) Department would not be liable to pay any damages to the Agency in cases comprising termination for default.

3.12. Settlement of Disputes

1. General: If any dispute arises between the successful bidder / Agency and the Department during the execution of a Project that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the successful bidder / Agency on the points of dispute. The representation so received shall be examined by the concerned Committee which sanctioned the tender. The Committee may take legal advice of a counsel and then examine the representation. The successful bidder / Agency will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the successful bidder / Agency.
2. Settlement of Disputes: If a question, difference or objection arises in connection with or out of the Order issued or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Committee, it shall be referred to the empowered authority for decision.

3.13. Payment of Goods & Services Tax

GST shall be shown extra by the bidder in their invoices for the items applicable. The same shall be paid by Department as per actual after verification. If there is any tax savings, the same shall be reduced from the payable amount. In case of any new incidence of tax or increase in existing tax rates taking place during the Project Period, that shall be borne and payable by the Department over and above the agreed price for each item as may be applicable as per the Invoice raised by the agency on the Department. Similarly, any reduction in taxes shall be to the benefit of Department.

3.14. Penalty

Penalty will be charged @ 0.5% of the Project value per week subject to maximum of 5% of total order value, in case of delayed in supply of stipulated time period. Similarly, 0.5 % will be deducted from the PBG on each time there is a delay in providing support in terms of damaged / mutilated / broken / missing of items within the Establishment of Language Laboratory & Supply of Learning Kit to Schools

4. Pre-Qualification / Eligibility Criteria

The bidders participating in the bidding process shall possess the following pre-qualification / eligibility criteria as tabulated below. Any bidder failing to meet the stated criteria shall be summarily rejected and will not be considered for Technical Evaluation. The bidder shall fulfil the following preconditions and must also submit the documentary evidences in support of fulfilment of these conditions while submitting the Technical Bid. Claims without documentary evidences will not be considered.

SI	Pre-Qualification Criteria	Description of the Criteria	Documents to be submitted
1	Legal Entity	The bidder must be a company registered in India under Indian Companies Act 1956 / 2013 or under Societies Act 1860 and must have GST registration & up-to-date Income Tax Return, PAN Number as on 31st March, 2022.	a. Valid copy of certificate of incorporation and registration certificates. b. Copy of GST registration. c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.
2	Turnover	The average annual turnover of the bidder during the last 3 financial years ending with 2019-20 should not be less than Rs. 1 Crores (as per the last audited balance sheets).	- Audited Balance Sheets of last three financial years - CA Certificate
3	Blacklisting	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Self Declaration letter duly signed by authorized signatory on company letter head

5. Submission of Bids

5.1. Preparation of Bids

The Bidder have to submit their bids in separate sealed envelopes as mentioned

- e) First sealed envelope containing covering letter, duly filled in formats and the supporting documents pertaining to Technical Bid
- f) Second sealed envelope containing covering letter, duly filled in formats and the supporting documents pertaining to Financial Bid

5.2. Sealing and Marking of Bids

The bidder has to properly seal and mark the bids as mentioned

- a) The bids (outer envelope) shall be submitted in separate sealed cover, which shall be marked as “Establishment of Language Laboratory & Supply of Learning Kit to Schools under ST & SC Development Department”
- b) The 2 inner enveloped containing Technical Bid and Financial Bid shall be marked as “Technical Bid for Establishment of Language Laboratory & Supply of Learning Kit to Schools under ST & SC Development Department” and “Financial Bid Establishment of Language Laboratory & Supply of Learning Kit to Schools under ST & SC Development Department”
- c) The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, if desired.
- d) Bid can be sent by post (Registered / Speed) and also can be submitted by hand before the deadline of submission of documents. The postal address for sending the bids or submission of documents is mentioned in the Bidding Data Factsheet
- e) Each and every page of the technical and financial bid shall have the signature and seal of the appropriate authority of the bidder.

5.3. Financial Bid

1. The Financial Bid shall be submitted in the format as given in Annexure
2. The financial bid shall indicate the total cost for the project / assignment (in Indian Rupees)
3. Quoted prices should be inclusive of service tax or other tax / charges applicable.

4. Prices quoted by the bidder shall be fixed for the period of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and will be rejected.
5. All prices and other information like discount, etc. having a bearing on the price shall be written in figures and words in the prescribed offer form. If there is discrepancy between the price / information, the higher price / information will be treated as final.
6. Rates shall be valid for at least 1 year from the last date of bid submission prescribed by the Department

5.4. Deadline for submission of Bids

1. Bids must be received at the address given in the Bidder Data Factsheet not later than the time and date specified in it. In the event of the specified date for the submission of bids being declared as a holiday, the bids will be received up to the appointed time on the next working day.
2. The Department may at its discretion extend the deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Department and bidders previously subjected to the deadline will thereafter be subject to the deadline as extended.
3. Normally, the date of submission and opening of Bids will not be extended. In exceptional circumstances or when the bidding documents are required to be substantially modified as a result of discussions in a pre-bid meeting / conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original Bidding Document. It shall be ensured that after issue of a corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The Department shall also publish such modifications in the bidding document in the same manner as the publication of the initial bidding document in the official website. If the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

5.5. Late Bids

Any bid received after the deadline for submission of bids prescribed by the Department will be marked as "LATE SUBMISSION" and will be kept unopened.

5.6. Period of validity of Bids

Bids submitted by the bidders shall remain valid for a period of 180 Days from the date of submission of RFP. A Bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive Bid.

Prior to the expiry of the period of validity of Bids, the Department, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and the bid will be treated to be cancelled.

5.7. Format and Signing of Bids

1. All the Bids submitted by the bidders must be submitted with the checklist.
2. Each page of the bidding document shall be kept with the office seal and signature by the authorized representative from the Bidder.

5.8. Cost & Language of Bidding

1. The bidder shall be responsible for all costs incurred in connection with participation in the bid process, including site visits but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of bid, in providing any additional information required by Department to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

5.9. Lack of Competition

1. A situation may arise where, if after evaluation of Bids, the proposal evaluation committee may end-up with one responsive Bid only. In such situation, the Committee would check as to whether while floating the Bid all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the tender would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:-
 - a. the Bid is technically qualified
 - b. the price quoted by the bidder is assessed to be reasonable
 - c. the Bid is unconditional and complete in all respects
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification / eligibility criteria in the bidding document
2. The Evaluation Committee shall prepare a justification note for approval by the next higher authority and may decide either to retender the RFP or to sanction the single bid after recording the reasons thereof.

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

The Department 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 such action.

5.11.Department's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Department reserves the right to:-

1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
2. Change any of the scheduled dates stated in this tender.
3. Reject proposals that fail to meet the tender requirements.
4. Increase or decrease the quantity of the items
5. Remove any of the item at the time of placement of order.
6. Increase or decrease no. of resources supplied under this project.

7. Should the Purchaser be unsuccessful in negotiating a contract with the Agency, the Department will begin contract negotiations with the next best value bidder in order to serve the best interest.
8. Make typographical correction or correct computational errors to proposals
9. Request bidders to clarify their proposal.

6. Bid Opening, Evaluation and Selection

6.1. Opening of Bids :

The Committee constituted in the Department to oversee and evaluate the bids shall open the bids in the presence of the bidders or their authorized representatives who choose to be present.

1. The opening of bids will be done on the date as mentioned in the Information Factsheet. The technical bids of all the bidders will be opened and evaluated based on the technical evaluation parameters set in the RFP Document.
2. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
3. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
4. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the bids are submitted complete in all respects as desired.
5. Bid is valid for the period, specified in the bidding document. Bid is unconditional and the bidder has agreed to give the required documents and relevant information and other conditions, as specified in the bidding document are fulfilled.
6. The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

6.2. Bid Evaluation

1. The Committee constituted in the Department will evaluate the responses of the Bidders in the technical scoring sheet after evaluating all the parameters and the supporting documents / documentary evidences.
2. The decision of the Committee in the evaluation of the responses to the RFP shall be final. No correspondences will be entertained outside the process of evaluation with the Committee.
3. When necessary, the Committee may seek clarification on any aspect of the bid from the Bidder and may give the bidder an opportunity to submit clarification on the documents submitted.
4. The Committee reserves the right to
 - a) Reject any or all the bids submitted
 - b) Accept any bid whole or in part
 - c) Invalidate any proposal of the bidder, who in the opinion of the Committee, is not in a position to perform the contract
 - d) Negotiate with the performing bidder

6.3. Technical Evaluation

1. On the date of technical bid opening, the documents submitted by each bidder shall be evaluated for compliance with the Eligibility Criteria and other specifications as per this RFP. Only those bidders who are in full compliance will be invited for technical presentations.
2. Conditional bids are liable to be rejected
3. The bidder's representatives present there shall sign the attendance evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.
4. During the technical presentation, the bidder shall focus on the following points :
 - a. Details of the Bidder
 - b. Credentials of the Bidder
 - c. Past achievements, if any
 - d. Any other points worth mentioning
5. The committee shall check technical eligibility of the bidder based on criteria given in the table.

Technical Evaluation Criteria for Establishment of Language Laboratory & Supply of Learning Kit to Schools under the administrative control of ST & SC Development, Minorities and Backward Classes Welfare Department

SI	Description (Evaluation Criteria)	Max. Score	Supporting Documents
1	Legal Entity : The bidder must be a company registered in India under Indian Companies Act 1956 / 2013 or under Societies Act 1860 and must have GST registration & up-to-date Income Tax Return, PAN Number as on 31st March, 2020.	20	a. Valid copy of certificate of incorporation and registration certificates. b. Copy of GST registration. c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.
2	Annual Turnover : Average annual turnover in last three years ending 31 st March 2020 <ul style="list-style-type: none"> • More than 4 Crore : 20 Marks • More than 3 Crore and Less than 4 Crore : 15 Marks • More than 2 Crore and Less than 3 Crore : 10 Marks • More than 1 Crore and Less than 2 Crore : 5 Marks • Less than 1 Crore : 0 Marks 	20	a. Audited Balance Sheets of last three financial years b. CA Certificate
3	Previous Experience in executing similar works. The bidder must have implemented similar nature of work in the previous three years	10	Proof of Supporting Documents
4	Technical Presentation a. Understanding of the project, items to be delivered and services to be offered : 20 marks b. Sample Technical Demonstration of model before the Committee : 20 Marks c. Understanding of timelines and proposed schedule of execution of assignment : 10 Marks	50	Technical Presentation Sample Demonstration

6.4. Financial Evaluation

The financial bids of the bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Committee in the presence of the bidders or their representatives who choose to be present.

1. After evaluation of the Technical Bids, the scoring sheets against each of the Bidders will be prepared, based on which the evaluation would be done for the selected bidders qualifying the technical bid.
2. The process of opening of financial bids/ covers shall be similar to that of technical bids.
3. The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
4. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
5. Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever except applicable tax rates. The Bid Prices shall be indicated in Indian Rupees (INR) only.
6. The bid price will include all taxes and levies and mentioned separately.
7. Any conditional bid would be rejected.
8. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
9. The Financial Bids of the technically qualified bidders will be opened. Remaining financial bids be remain sealed and unopened of the bidders not qualifying the technical bid.
10. The selection will be on the basis of Least Cost Based Selection criteria (LCS). The bidder who has qualified the technical bid and quoted the lowest financial bid will be selected as the successful bidder and will considered as the Agency for executing the said contract.

6.5. Award Criteria

1. The selection will be on the basis of Least Cost Based Selection criteria (LCS). The bidder who has qualified the technical bid and quoted the lowest financial bid will be selected as the successful bidder and will be considered as the Agency for executing the said contract.
2. In the event of financial prices of the lowest quoted bidders are tied, i.e. two or more lowest quoted bidders have quoted the same price, those bidders will be called for negotiation to quote the lowest price. The best value bidder, i.e. the lowest negotiated price bidder will be considered as the Agency for executing the said contract.
3. The other Bidder scores will be ranked accordingly which will be the based criterion for award the contract.
4. In the event of lowest quoted / best value bidder either not able to execute the contract or denying to execute the contract, the next ranked bidder will be considered for execution of the said contract and will be requested to sign the Contract.

6.6. Notification of Award and Signing of Contract Agreement

On completion of the criteria for awarding the Contract and requisite formalities the Department will notify the successful bidder in writing or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, the Department may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. The successful bidder thereby considered to be the selected Agency for execution of the said Contract will be requested to furnish the Performance Bank Guarantee, amounting to 10% of the Total Contract Value. This Bank Guarantee should remain valid for a period of 1 year from the signing of Contract. In case, if the Agency is not able to submit the Bank Guarantee with a period of 15 working days from the Notification of Award, this would be construed as non-compliance and disagreement by the Agency for signing of Contract. In such a case the next ranked bidder will be considered as the selected Agency for execution of Contract and will be requested to do the needful for signing of Contract.

Section – III
Annexures

Annexure – 1 : Format for Technical Bid Cover Letter

Bidder Letterhead

Date : _____

To,

Subject : Letter for Submission of Technical Bid by M/s. _____

Sir / Madam,

Having examined the RFP, the receipt of which is thereby duly acknowledged, we the undersigned, offer to provide our goods and services as required and outlined in the RFP.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this selection response for a period of 180 days from the last date for bid submission as prescribed.

We hereby declare that in case we are chosen as successful bidder, we shall submit the Performance Bank Guarantee (PBG) in the form prescribed. We do hereby undertake that until a contract is prepared and executed, this bid together with our written acceptance thereof, the Bidding Document and placement of Contract, shall constitute a binding contract between us.

We all agree that this contract at no consequences will be sublet / subcontracted to any other agency. If found to having done any sort of subletting / subcontracting, then the contract is deemed to be cancelled and no payments will be done by the Department thereof. This would lead for the organization to be placed under termination by either being blacklisted / debarred for a period of 5 years.

We agree that you are not bound to accept any tender responses you may receive. We also agree that you deserve the right in absolute sense to reject all or any part of the products / services specified in the tender response with or without assigning any reasons whatsoever.

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal

Annexure – 2 : Format for Particulars of Bidder

SI	Particulars	Details
1	Name of Bidder	
2	Address of Bidder	
3	Year of Incorporation	
4	Registration Number & Registration Authority	
5	Legal Status (Public / Private / Limited Liability Partnership LLP / Society etc.)	
6	Name & Designation of Authorized Person to whom all references shall be made regarding the Bidding procedures and further correspondences	
7	Mobile Number	
8	E Mail ID	
9	Website	
10	Financial Details (Organization's turnover of last three years)	FY 2019 – 20 :
		FY 2018 – 19 :
		FY 2017 – 18 :
11	GSTIN Number	
12	PAN Number	

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal

Annexure – 3 : Checklist documents & Items to be enclosed with Technical Bid

SI	Form Description	Whether enclosed (Page No)	
		Yes / No	Page No.
1	Certificate of Incorporation		
2	GSTN Certificate		
3	Copy of GST Return filed for the last Tax period		
4	Certificate of Positive Net Worth		
5	Copy of PAN		
6	Copy of Income Tax Return, Audited Balance Sheet of last three financial years		
7	Documentary proof of work order / contract agreement / work completion certificate from Govt. / Govt. aided organization in support of experience in supplying Educational Kits or articles or equivalent items		
8	Self Declaration of Non Black listing on company Letter head duly signed by authorized signatory		

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal

Annexure – 4 : Financial Bid Format – Format for Financial Bid Cover Letter

Bidder Letterhead

Date :

To,

Subject : Covering Letter for Financial Bid for referred Bidding Document

Sir / Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we the undersigned offer for Establishment of Language Laboratory & Supply of Learning Kit to Schools under ST & SC Development Department and will carry out the works as outlined in the RFP. We have carefully read and understood the terms and conditions of the RFP applicable to the Bidding Document and we do hereby undertake to provide the said Goods & Services as per these terms and conditions. We declare that our prices are as per the conditions / specifications and bid documents. We do hereby undertake that, in event of acceptance of our Bid, the Services shall be completed as stipulated in the Bidding Document.

We hereby confirm that all the prices mentioned in the Financial Bid are in Indian National Rupees (INR) only and shall remain valid throughout the contract agreement period without any alterations / modifications or enhancements.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form as prescribed in the RFP. We agree that you are not bound to accept any bid you may receive. We also agree that you reserve the right in absolute sense to reject the bid completely with or without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as other documents which may be required in this connection.

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal

Annexure – 6 : Draft Performance Bank Guarantee

(To be issued by the Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head / Registered Office at _____ (herein referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns.

In favour of the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrator, successors and assigns.

Whereas M/s. _____ an organization / company / firm formed under the _____ (specify the applicable law) and having its Registered Office at _____ has been, consequent to conduct and completion of the competitive Request for Proposal (RFP) process in accordance with the letter of requirements as mentioned in the RDP Document No. _____ Dated _____ issued by ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha and selected the organization M/s. _____ (hereinafter referred to as the Applicant) for the Agreement as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the ST & SC Development Department and the Applicant.

The Agreement requires the Applicant to furnish an unconditional and irrevocable Performance Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security of guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Applicant approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents :

Now this Deed witnessed that in consideration of the premises, the _____ Bank hereby guarantee as follows :

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement and fulfil its obligations there under
2. The Bank as Guarantor shall without demur pay to the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha an amount of INR _____ (Rupees _____ only) within 7 (seven) days of receipt of written demand therefore from the ST & SC Development Department stating that the Applicant has failed to fulfil its obligations as stated in Clause – I above.

3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha is disputed by the Applicant or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry on _____ (Expiry Date) (both dates inclusive) or till the receipt of the claim from the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha under this Guarantee, which is one month after the expiry of the performance bank guarantee, whichever is earlier. Any demand received by the Guarantor from the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha prior to the Expiry Date shall survive that expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha.
5. In order to give effect to this Guarantee, ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha shall be entitled to treat the Guarantor as the Principal Debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha or by the extension of time of performance granted to the Applicant or any postponement for any time of the power exercisable by the Government of Odisha against the Applicant or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee an amount of such variations, extensions, forbearance or omission on the part of Government of Odisha or any indulgence by the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. The Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations and this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____
_____.
8. In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first herein above written

Signed and Delivered by _____ Bank by the hand of Sri. / Smt. _____ its _____ and authorized office.

Authorized Signatory _____ Bank

Annexure – 10 : Format of Financial Bid**Bidder Letterhead**

Date :

To,

Subject : **Submission of Financial Bid - Establishment of Language Laboratory & Supply of Learning Kit to Schools Under ST & SC Development Department**

Sir / Madam,

In response to the above mentioned RFP, I, _____,
 as <Designation> _____ of M/s. _____
 _____, am hereby submitting the Financial Price Bid
 in the format as prescribed, in the table detailed below –

Financial Bid**(Amount in Rs.)**

SI	Item	Unit Price	Quantity	Amount	Taxes	Total
1	Headphone					
2	Software License					
3	Server Space					
4						
5						
Total		Rs.				

The Total Bid Amount Quoted is Rs _____ /-

(In Words _____)

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal