

BIHAR



क्रमांक सं 18962 तिथि 14/7/17 मूल्य 1000 शीट सं 18
क्रेता का नाम एवं पता पेरि ग्रीन गार्डिंग प्राइवेट लिमिटेड
अजीत कुमार, मुद्रांक विक्रेता
ला०सं०-30/87, समाहस्पताल, पटना

AGREEMENT No. 140 LS. of 2017-18.

Name of Work

: Selection of Verification Agency for Student Credit Card Scheme in the State of Bihar.

Name of Agency

: Peregrine Guarding Pvt. Ltd.

Scope of Work

: To facilitate smooth implementation of the Student Credit Card schemes. Education Department, Government of Bihar is planning to hire a verification/Survey agency to verify details of candidates, before calling him to the District Registration cum Counseling Center. The agency has to check details including but not limited to:

- Institute/ College/ University
- Course in which the candidate has enrolled
- Candidate's admission in the same
- Institute's bank account details

The purpose is to have provision to support and record all due diligence required to prevent misuse of the schemes by unscrupulous people.

A candidate eligible for the Student Credit Card scheme will have to register himself on the web portal and apply online for the Student Credit Card. The details of the candidate will be forwarded to the agency for verification. When the details have been verified the candidate will be informed of the successful completion of the process through a SMS. The applicant can then schedule/be allotted a suitable date and slot to visit the DRCC for the rest of the process; else it notifies him/her of the rejection of the application.



अजीत कुमार
Chief Engineer
B.S.E.I.D.C. Ltd, Patna



2

Date of Commencement : 27th Day of July 2017 (27-07-2017)
Time of completion : As per Clause 4.2 of the Bid Document
Agreement Value : As per RFP Terms and Conditions
Performance Security : Rs. 50,00,000/- (Rs. Fifty Lacs Only), Details attached.

This agreement, made the 22nd Day of August, 2017 between Bihar State Educational Infrastructure Development Corporation Ltd. Patna. as the first party

AND

Peregrine Guarding Pvt. Ltd., Sco-301, Sector-29, Gurgaon-122002, Haryana (India) hereinafter called "the Verification Agency of the other part" as the second party.

The second party has accepted for the execution of such work at a cost of Rs. 800/- (Rs. Eight Hundred Only) Per Student rate for different activities as mentioned under Activity-A in the Financial Bid Form.

Whereas

- a. the first party has accepted the offer of the Verification Agency to Verify the Students applying for Student Credit Card Scheme in the State of Bihar.
- b. the Verification Agency, having represented to the first party that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties hereto hereby agree as follows:

1.0.1 The following documents attached hereto shall be deemed to form an integral part of this contract:

- a. The Tender Documents (hereinafter called RFP/TD)
- b. The General Conditions of Contract (hereinafter called GCC)
- c. The Special Conditions of Contract (hereinafter called SCC)
- d. Annextures
- e. NIT/Corrigendums


Chief Engineer
B.S.E.I.D.C. Ltd Patna



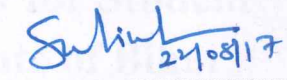
22/8/17
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

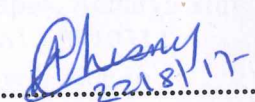
- 2.1.1 The mutual rights and obligations of the first party and the Verification Agency as second party shall be as set forth in the contract in particular:
- a. The Verification Agency shall carry out the services in accordance with the provisions of the contract: and
 - b. The first party shall make payments to the Verification Agency in accordance with the provisions of the contract.
- In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written

22/8/17
FOR AND ON BEHALF OF
Chief Engineer
(BSEIDC as First Party)
B.S.E.I.D.C. Ltd, Patna


Capt Anil Kumar
FOR AND ON BEHALF OF
(Peregrine Guarding Pvt. Ltd,
Verification Agency, as second Party)

WITNESS

1. 
Sunil Kumar Sinha
Executive Engineer (HQ)
BSEIDC, Patna.

2. 
Alfred Chesney
S/o Raymond Chesney
R- Block - W-1
New Food Corporation Bldg
Patna - 800 001
Ph: 8002480043

BSEIDC ON BEHALF OF
Education Department
Government of Bihar
Invites

Tender Document

FOR

**Selection of Verification Agency for Student
Credit Card Scheme in the State of Bihar**

BSEIDC

(A Bihar Government Undertaking)

Bihar State Educational Infrastructure Development Corporation Ltd.
ShikshaBhawan, Bihar RastrabhashaParisad Campus, Acharya Shiv
PujanSahay Path, Saidpur, Patna-800004 (0612-2910314)
E-mail: bseidc1@gmail.com Website: www.bseidc.in



Contents

1. Invitation for Bids	3-4
2. Fact Sheet	5
3. Background Information	6
3.1 Basic information	6
3.2 Project Background	6
3.3 Project Objective	7
3.4 Issuer	7
3.5 Enquiries & Clarifications	7
3.6 Procurement of RFP Document	8
3.7 Pre-Bid Conference	8
3.8 Venue and deadline for Bid submission	8
3.9 Earnest Money / Performance Security Deposit	9
3.10 e-Procurement related instructions	9
4. Instruction to the bidders	11
4.1 General Terms & Conditions	12
4.2 Contract Commitment	12
4.3 Payment Terms	12
4.4 Turn Around Time & Service Level Agreement Standard	12
4.5 Information Ownership	12
4.6 Exit Option	12
4.6.1 Statutory Compliances.....	12
4.6.2 Indemnification.....	13
4.6.3 Force Majeure.....	13
4.6.4 Independent Contractor.....	14
4.6.5 Effect of Termination.....	15
4.7 Termination.....	15
4.8 Consequences of Breach and Penalties.....	16
4.9 Consequential Damages.....	16
5. Evaluation and Qualification Criteria.....	17
5.1 Pre-Qualification (PQ) Criteria	17
5.2 Bid Opening and Evaluation (General Instructions).....	18
5.3 Technical Bid Evaluation Criteria.....	19
5.4 Financial Bid Evaluation	20
6. Requirements for submission.....	21
6.1 Company Details	21
6.2 SPECIFIC REQUIREMENTS	21
6.3 Liquidated Damages	22
6.4 Dispute Resolution / Arbitration.....	22
7. Annexures.....	
Annexure I: Affidavit Format.....	23
Annexure II: Performance Bank Guarantee	24- 26
Annexure III:	27

1 Invitation for Bids

Bid Notice No- 07/2017-18

Date-16.05.2017

1. The tender is invited by BSEIDC on the behalf of Education Department, Govt. of Bihar through e-procurement portal from verification service providers for providing service regarding verification of candidates, willing to avail benefits of Student Credit Card scheme of Government of Bihar. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP document.
2. Tender Fee and EMD:

SL. No.	Name of Work	Duration of the Project	Bid Security/E.M.D (in Lacs)	Cost of BOQ (inRs.)	Beltron bid processing fee (inRs.)
1	Selection of Verification Agency for Student Credit Card Scheme in the State of Bihar.	Starting operations for providing verification services - 60 months from date of final Go Live of the student credit Card Scheme	1.00	5,000/-	1,150/-

3. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders and "Evaluation and Qualification Criteria" of the bid document.
4. **Bidding documents:** The Bidder can download the RFP document(s) from the website www.eproc.bihar.gov.in. The Beltron Bid processing fee of Rs. 1,150 /- (Rs. One Thousand One Hundred Fifty only) and the BOQ Cost of Rs. 5000/- (Rs. Five Thousand only) is mandatory to be paid through **e-payment** mode, i.e internet payment gateway, (credit /Debit Card) Net banking, NEFT/RTGS .

Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specific in the NIT/Corrigendum. The department does not take any responsibility for any delay/Non submission of Tender /Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/Holiday or any reason. Proposals received without or with inadequate tender fees shall be rejected summarily.

It will be the responsibility of the bidder to download all bid related documents including all addendum/corrigendum issued in this regard from website from time to time and to ensure the timely submission of signed RFP and all addendum/corrigendum along with the proposal.



5. **Earnest Money Deposit (EMD):** Bidders shall submit an EMD of Rs. 1 Lacs (Rupees One Lakh Only), in the form of a Demand Draft **OR** Bank Guarantee (in the format specified in Annexure II) issued by a scheduled commercial bank in favour of "**Bihar State Educational Infrastructure Development Corporation**" payable at "**Patna**", and must be valid for 120 days from the last date of submission of proposal against the RFP.

Bid Security/EMD can also be submitted through e-payment mode i.e. Internet payment gateway, (Credit /Debit Card) Net Banking, NEFT / RTGS in case of Manual submission of Bid Security/EMD, it should be deposited in the office of BSEIDC Ltd., Patna up to 08.06.2017, 03:00 pm.

6. **Pre-Bid Meeting:** A pre-bid meeting will be held on 30.05.2017 at 16.00 Hrs in the office of BSEIDC, Shiksha Bhawan, Saidpur, Patna – 800004.
7. **Last Date of Submission of Proposal:** Last date of Receipt of proposal along with EMD, Tender Fee and Annexures, Technical Document is **07th June 2017, 3:00 PM (Online submission) and submission of EMD, DD and affidavit in hard copy up to 08th June, 2017, 3:00 PM.**

EMD as specified in the RFP, must be submitted at the addresses specified below:

Addressed to	Mr. K. Senthil Kumar
Name and Address	Managing Director Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur, Patna- 800004. Email: bseidc1@gmail.com
Last date & time of submission	08th June, 2017, 3:00 PM

8. **Technical Bid Opening: 08th June 2017, 5:00 PM** in the office of BSEIDC, Shiksha Bhawan, Saidpur, Patna – 800004.
9. **Address for Communication:** Interested eligible bidders may obtain further information from the following address:

Brajesh Prasad

Chief Consultant (Technical) ,BSEIDC.

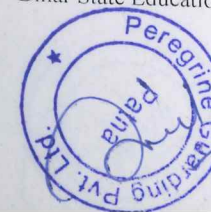
Mob. No. 9430684392



Chief Engineer
BSEIDC Ltd Patna

2 Fact Sheet

Publication of Tender Document	16.05.2017
Date & Venue of pre bid meeting	On 30.05.2017 at 16.00 Hrs BSEIDC ,Shiksha Bhawan, Saidpur, Patna – 800004.
Last date & time of submission of bid	Online Submission: 07-06-2017 upto 3:00 PM Submission of Hard Copy: 08-06-2017 upto 3:00 PM (EMD and DD as the cost of the bid and affidavit)
Place, Time & Date of Technical bid opening(Technical Bid)	08-06-2017 5:00 PM In the office of Managing Director Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur, Patna- 800004.
Address for communication Non Refundable Tender Fee	Mr. K. Senthil Kumar Managing Director Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur, Patna- 800004. Email: bseidc1@gmail.com Rs. 5000/- (Rupees Five Thousand Only)



Chief Engineer
BSEIDC Ltd. Patna

3 Background Information

3.1 Basic information

- a) BSEIDC on behalf of Education Department, Government of Bihar, invites responses ("Tenders") to this Request for Proposals ("RFP") from reputed verification/Survey agency's ("Bidders") for the provision of verification of candidates.
- b) Any contract that may result from this Government procurement competition will be issued for a term of 5 years after Go-live.
- c) The Department reserves the right to extend the Term for a period or periods of up to one year with a maximum of two such extensions on the same terms and conditions, subject to the Purchaser's obligations at law.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

3.2 Project Background

In an attempt to provide the budding youth of Bihar, an opportunity to progress in life, by empowering them and making them confident. Government of Bihar, has decided to start three schemes for students. These schemes are:

- a) Mukhya Mantri Swayam Sahayata Bhatta Yojna(MNSSBY): Anyone who has passed class 12th, falls within the age bracket of 20- 25 and is searching for employment, will receive an allowance of Rs. 1000 per month for a maximum period of 2 years. However, they will have to undergo a training on General Communication and basic computer knowledge, conducted by Department of Labour Welfare.
- b) Student credit card (SCC): Anyone who has passed class 12th and is pursuing higher studies in any stream is entitled for an education loan up to Rs. Four lakhs, upon satisfactory loan appraisal by bank.
- c) Skill Development Programme:
 - a. Anyone who has passed class 12th exam can avail the facility of getting trained in basic computer and spoken English.
 - b. Anyone who has passed class 10th exam but could not pass 12th exam can also avail the facility of getting trained in the skill of his/her choice.



3.3 Project Objective

To facilitate smooth implementation of the Student Credit Card schemes, Education Department, Government of Bihar is planning to hire a verification/Survey agency to verify details of candidates, before calling him to the District Registration cum Counseling Center. The agency has to check details including but not limited to:

- Institute/ College/ University
- Course in which the candidate has enrolled
- Candidate's admission in the same
- Institute's bank account details

The purpose is to have provision to support and record all due diligence required to prevent misuse of the schemes by unscrupulous people.

A candidate eligible for the Student Credit Card scheme will have to register himself on the web portal and apply online for the Student Credit Card. The details of the candidate will be forwarded to the agency for verification. When the details have been verified the candidate will be informed of the successful completion of the process through a SMS. The applicant can then schedule/be allotted a suitable date and slot to visit the DRCC for the rest of the process; else it notifies him/her of the rejection of the application.

3.4 Issuer

Education Department/BSEIDC, Govt. of Bihar, invites proposals from firms dealing in verification services for delivery of services of verification agency over a period of 60 months from the date of Go-Live.

3.5 Enquiries & Clarifications

The prospective bidders shall submit their questions through e-mail (below mentioned) by 15:00 hrs, on or before 30th May, 2017. Any queries submitted beyond the above prescribed format will not be entertained. It may not be possible at the Pre Bid Conference to answer questions which are received late. The responses will be conveyed to all the prospective bidders (by way of publishing amendments / clarifications on the website www.eproc.bihar.gov.in / www.bseidc.in, in accordance with the respective clauses of the RFP within 7 working days from the date of Pre Bid Conference.

The format of submission of the pre-bid queries is printed below:

Sl No	Section No	Page No	Content of RFP requiring clarification(s)	Clarification required

Pre bid queries/ clarifications, if any, shall be addressed to:

Mr. K. Senthil Kumar
Managing Director,
Bihar State Educational Infrastructure Development Corporation,
SikhshaBhawan, Bihar Rastrabhasha Parishad Campus,
Acharya Shiv Pujan Sahay Path, Saidpur, Patna

Email: bseidc2@gmail.com

Bihar State Educational Infrastructure Development Corporation (BSEIDC) Ltd.

Page 7 of 27



Chief Engineer
B.S.E.I.D.C. Ltd, Patna

3. All the required documents will be attached at the proper place as mentioned in the e- forms otherwise the tender will be rejected.

5. Bihar e-Procurement facilitates the e-payment solutions to their bidders using Axis Bank payment gateway. Currently the Tender Fee & EMD may be paid using Internet Payment Gateway (IPG) and Direct Debit (Net Banking) apart from manual mode of payment where bidder used to submit the Tender Fee / EMD in the department before tender closing. Internet Payment Gateway (IPG) enables bidders to use their Credit / Debit Card issued by MasterCard / Visa. Any Bank card which is issued from Master / Visa will be accepted on the e-Procurement portal. Direct Debit (Net Banking) may be done with the existing Internet Banking user id & password of Axis Bank. The payment done through any of the above mentioned two modes will automatically be credited to the concerned account. In case Bidder has used e-payment facilities then they need not visit to department for submission of Tender Fee / EMD.

6. The tender opening and evaluation will be done at the time and venue mentioned in the fact sheet. Any corrigendum or date extension notice will be given on e-procurement website only.

7. For support related to e-tendering process, bidders may contact at following address:

E- Procurement HELP DESK, No. 22, Telephone Colony, Kidwaipuri, ITO Golamber, Patna 800001, Ph. No: 0612-2523006, M: 9939035696



Chief Engineer
B.S.E.I.D.C. Ltd, Patna

4 Instruction to the bidders

4.1 General Terms & Conditions

- a) The Education Department/BSEIDC expects the bidders to adhere to the terms of this Request for Proposal (RFP) and subsequent corrigendum / addendums (if published) and shall not accept any deviations to the same. Under exceptional circumstances, Request for deviations from RFP, if any, can be submitted to Education Department/BSEIDC. The Education Department/BSEIDC reserves its right to accept or reject such deviations from the tender terms.
- b) Agency appointed through this RFP shall be solely responsible for discharging all responsibilities as mentioned in the RFP notwithstanding the fact that the vendor may appoint / procure services of third party suppliers (including software providers) to perform all or part of the obligations. Education Department/BSEIDC shall not enter into any other agreement with any other agency except the vendor as appointed through this RFP.
- c) Unless agreed to specifically by the Education Department/BSEIDC in writing for any changes to the RFP issued, the vendor's queries/ clarifications/ suggestions/ objections etc. would not be incorporated automatically in the RFP document.
- d) Unless expressly overridden by the specific agreement to be entered into between the Education Department/BSEIDC and the vendor, the RFP shall be the governing document for arrangement between the Education Department/BSEIDC and the vendor.
- e) Each bidder can offer one specific solution only. Bidders are not allowed to propose multiple solutions.
- f) In the event the bidder has not quoted for any mandatory or optional items as required by the bidder to complete the job or to full fill his duties/responsibilities, the same will be deemed to be provided by the Vendor at no extra cost whatsoever.
- g) All out of pocket expenses, traveling, boarding and lodging expenses for the entire duration of the contract should be a part of the financial bid submitted by the bidder to the Education Department/BSEIDC. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Education Department/BSEIDC. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Education Department/BSEIDC for the same.
- h) The Bidder is requested to quote in Indian Rupees. Bids in currencies other than INR would be summarily rejected.
- i) The prices quoted by the bidder shall include **all applicable taxes**, including statutory taxes, levies, cess, excise and custom duties etc. that need to be accounted.
- j) The selected agency must confirm that the verification agency's process of verification, related Documentation and/or use of the same by the Education Department/BSEIDC shall not violate or infringe the rights of any third party or the laws, regulations, decision or order of any governmental or judicial authority.
- k) The Education Department/BSEIDC would not be liable to pay any expenses incurred by the bidder for preparation of the response to this RFP.
- l) Any publicity by the selected agency in which the name of the Education Department/MNSSBY is to be used should be done only with the explicit written permission of the Education Department.
- m) The Education Department/BSEIDC also reserves the right to change any terms and conditions of the RFP and its subsequent addendums/ corrigendum as it deems necessary at its sole discretion. Education Department/BSEIDC will publish/notify such changes in the public domain by means of uploading corrigendum/ addendum/ response to queries etc.
- n) Subcontracting won't be allowed under the purview of this RFP.



Chief Engineer
BSEIDC Ltd Patna

4.2 Contract Commitment

The Education Department/BSEIDC intends that the contract, which is contemplated herein with the vendor, shall be for a period of 5 years; from the date of signing of contract or work order

4.3 Payment Terms & Schedule

The vendor must accept the payment terms proposed by the Education Department/BSEIDC. The financial bid submitted by the vendor must be in conformity with the payment terms proposed by the Education Department/BSEIDC. Any deviation from the proposed payment terms would not be accepted.

Payment to the Verification Agency (Vendor) shall be released on every month basis.

4.4 Turn Around Time & Service Level Agreement Standard

Measurement start point	Measurement end point	Unit of Measure	SLA standard	Impact of Not meeting SLA standard
The date complete data is received from Education Department	The date final report is received by Education Department	Calendar Days	14	Up to 14 calendar days – NIL 15 to 21 calendar days – 2% of the bill amount for the particular case 22 to 28 calendar days – 5% of the bill amount for the particular case More than 28 calendar days – Forfeit entire bill of the particular case plus issue a note to the vendor

An addition of 05 days Buffer may be applicable for 10% of the Total work assigned with allcomplete data by the Education Department.

4.5 Information Ownership

All information processed, stored, or transmitted by Vendor belongs to the Education Department/BSEIDC. By having the responsibility to verify the details of the student, the Vendor does not acquire implicit access rights to the information or rights to redistribute the information. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. For this the vendor has to enter into a Non-Disclosure agreement with the Education Department/BSEIDC that all the information on customer data will be protected using appropriate security measures. Any legal issues due to leak or disclosure of information of the citizen's data will be vendor liability and any cost on the issue will be borne by the vendor.

4.6 Exit Option

Education Department/BSEIDC reserves the right to cancel the contract in the event one or more of the following event occurs:

- Delays in delivery of service as specified in the scope of work, violating the SLA agreement.
- Serious discrepancy in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Student Credit Card Scheme
- In addition to the cancellation of purchase contract, Education Department reserves the right to charge appropriate penalties and liquidated damages



Chief Engineer
B.S.E.I.D.C. Ltd, Patna

4.6.1 STATUTORY COMPLIANCES

(i) Second party shall comply with all applicable statutes. BSEIDC shall not be liable in any manner whatsoever for any non-compliance on part of the Second Party of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by the Second Party.

(ii) Second Party shall maintain all requisite records, registers, account books etc. which are obligatory under any applicable law in connection with the Services being rendered or work being performed to BSEIDC and shall provide such information as may be required under any law to any authority.

4.6.2 INDEMNIFICATION

1. Second party hereby indemnifies, hold harmless & undertakes to defend BSEIDC its affiliates and their respective employees, officers and directors against any claim by a third party including but not limited to damages, costs, expenses as a result of such claim with regard to:
 - a) the extent that the Second party provided BSEIDC by Second party under this Agreement infringes any third party's intellectual Property rights;
 - b) Taxes/charges/cess/levies(and interest or penalties assessed thereon) against BSEIDC that are obligations of Second party pursuant to this Agreement;
 - c) Any claim or action by or on behalf of the Second party personnel based on his or her employment with the Second party, including claims arising under occupational health and safety, worker's compensation, provident fund or other applicable laws or regulations;
 - d) Claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with the Second party failure to comply with its regulatory/legal requirements and compliance;
 - e) Any claim on account of an alleged breach of confidentiality and security of data occurring as a result of acts of omissions or commission of the Second party employees or sub contractors;
 - f) Any claim occurring on account of misconduct, negligence or wrongful acts of omission and commission of employees of the Second party, and /or its subcontractors;
 - g) Any claim occurring on account of misuse or negligent application, misuse of systems, failure to follow established procedure by the Second party and/or sub-contractor's employees;



- h) In relation to any advertisements or oral or written representations which might confuse, mislead or deceive the public about its association with BSEIDC.
- i) That the second party shall indemnify and keep indemnified the BSEIDC at all times from and against any suit, eviction, action, claim, or demand whatsoever arising by reason of the commission or omission of second party.

4.6.3 FORCE MAJEURE

- (i) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any parties, including, but is not limited to, flood, explosion, lightening, thundering, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, lockouts or other labour disputes, insurrections, civil commotion, war enemy actions.
- (ii) if a Force Majeure arises, the Second party shall notify promptly within a reasonable time frame to BSEIDC in writing of such condition and the cause thereof. Unless otherwise directed by BSEIDC, Second party shall continue to perform his obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- (iii) The Second Party shall be excused from performance of his obligations in whole or part as long as such cases, circumstances or events shall continue to prevent or delay such performance. Neither party shall have any liability to the other party in respect of the termination of this agreement as a result of an event of Force Majeure.



Chief Engineer
BSEIDC, Ltd. Patna

4.6.4 INDEPENDENT CONTRACTOR

- (i) This Agreement is being entered into on a principal to principal basis and that Second party is an independent entity and not an agent and/or employee of BSEIDC. Second party agrees that it will not represent that it is and agent of BSEIDC nor hold itself out as such. Second party shall not enter into any agreement or arrangement which will bind BSEIDC legally or otherwise, without the prior written consent of BSEIDC.
- (ii) For the purposes of the Agreement each party thereto shall be deemed to be an independent contractor's and not any other party's agent or employee. Nothing herein contained shall be construed as a joint venture, a partnership or an agency nor shall any similar relationship be deemed to exist between the parties except as specifically provided herein.

4.6.5 EFFECT OF TERMINATION

- a. Second party shall immediately upon termination, discontinue providing any or all of the Services contemplated hereunder;
- b. BSEIDC shall upon termination, be under no obligation to make any payments to Second Party forthwith, except for any payments that may be due and payable to Second party in respect of satisfactory Services already completed; and
- c. Second party shall return all the property which belongs to BSEIDC including any data, information, files of completed or unfinished work. Second Party shall have no lien over the property of BSEIDC.
- d. Upon the termination or expiration this Agreement, the title and ownership of all materials, plans, ideas, slogans, or information (developed by Second party for BSEIDC) shall be transferred by Second party to BSEIDC. Thereafter, BSEIDC shall have no liability to Second party Service arising from BSEIDC's use of any material, plan, idea, slogan or information (developed by Second party for BSEIDC), whether or not such material was approved, used, published or presented by or on behalf of BSEIDC. Second party shall transfer such property, and documentation related thereto, to BSEIDC immediately after termination.

4.7 Termination

4.7.1 This Agreement shall be terminated by either party upon the happening of all or any of the following events:-

- (a) Upon either Party being declared insolvent or bankrupt.
- (b) By mutual agreement in writing between the parties.
- (c) BSEIDC(first Party) shall have the right to terminate the agreement at any time by giving notice of 60 (Sixty) days prior written notice to the second party.

4.7.2 Notwithstanding what is stated herein above, BSEIDC shall have the sole right to terminate this Agreement forthwith by giving notice in writing addressed to the Second party at its last known address, in case of happening or occurrence of events including but not restricted to the following:

Bihar State Educational Infrastructure Development Corporation (BSEIDC) Ltd.

Page 15 of 27



Chief Engineer
B.S.E.I.D.C. Ltd, Patna

- (i) Prosecution for any criminal offence of the partner/s, director/s, sole proprietor etc. of first Party;
- (ii) False claims towards sales incentives, commissions, refunds, credits, warranty claims, false financial information reports or any other data including but not limited to reporting requirements of BSIEDC;
- (iii) If Second party has any overdue payments towards BSIEDC during the subsistence of this Agreements;
- (iv) If the appointment or continuance of First party under this Agreement is likely to result, at the sole decision of BSEIDC, in loss of goodwill or reputation of BSEIDC;
- (v) If Second party commits any misconduct, fraud, cheating, misappropriation or any act lacking in good faith.

4.8 CONSEQUENCES OF BREACH AND PENALTIES

- 4.8.1 In the event of breach, BSEIDC shall have the right to recover any loss, damage or cost of hardship caused due to the breach of the terms of this Agreement, from the payment due to the Second Party. Notwithstanding the above, in the event the amount due to the Second party fall short of the costs incurred or suffered by BSEIDC on account of loss, damage or cost of hardship, the Second party shall also be liable to make good all such losses, damages or cost of hardship caused to BSEIDC.

4.9 CONSEQUENTIAL DAMAGES

- 4.9.1 Under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall BSEIDC or its affiliates be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited, to loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this Agreement. The Parties specifically acknowledge that the pricing provisions of this Agreement reflect such allocation of risk and limitation of liabilities.



Chief Engineer
BSEIDC Ltd. Patna

5 Evaluation and Qualification Criteria

5.1 Pre-Qualification (PQ) Criteria

S. No.	Basic requirement	Specific requirements	Documents required
1.	Legal Entity	Should be a Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 or Societies registered under Society Registration Act 1860	- Certificates of incorporation
2.	Experience	The vendor should have been in business of Verification of documents/background checking for at least past 2 years	Work Order / Certificate / Self Certificate (Certified by the Statutory Auditor) depicting services provided
3.	Turnover	The Agency should have annual turnover of Rs. 2 Crore for the past 2 years	IT returns / CA Certificate with CA's Registration Number/ Seal / Audited Balance Sheet
4.	Presence	The bidder should have office in Patna.	Self-Declaration
5.	Location of Services	The bidder is willing to provide verification services all over India	Self-Declaration

5.2 Bid Opening and Evaluation (General Instructions):

- a) The bidder needs to comply with all the eligibility criteria mentioned above. Noncompliance to any of these criteria would result into immediate rejection of the proposal.
- b) The bidder is required to provide all supporting documents against each of the points for eligibility evaluation. General cum technical bid not accompanied by relevant supportive documents will not be considered for evaluation.
- c) The Vendor has to structure its response in the following order:

The bids shall be submitted in two parts only through e-Procurement portal as specified in this document viz.

1) Technical Bid

2) Financial Bid

- d) The Financial Bids of technically qualified Bidders will be opened online on the prescribed date.
- e) Any conditional bid would be rejected.
- f) The Bidders must have all Certifications/registrations (like Service Tax Registration for Central Excise, Income Tax, EPF No., ESIC No, OSP License, VAT No, CST No., Central Labour License etc.) in order to comply all rules, regulation, acts of the governing / regulatory authorities.



5.3 Technical Bid Evaluation Criteria:

Sl. No	Criteria	Basis for evaluation	Max marks	Supporting
1	Turnover	Annual Turnover for the last 2 years: 2 to < 10 Cr – 2.5 Marks 10 to 20 Cr – 05 Marks > 20 Cr – 7.5 Marks	7.5	Certificate from the statutory auditor/ Certificate from CA
2	Company Incorporation	If the company/ organization is in verification business/industry for: >5 Years: 7.5 Marks >3 but <= 5 years :05 Marks >2 but <= 3 years: 2.5 Marks	7.5	Income Tax Return/ Service Tax Registration/ Work Order/ any other documents issued by the Govt./ Govt Nominated Agency which ensures the criteria.
3	Verification Services-	If vendor is providing services in India to 1 commercial Bank or telecom operator or DTH or government department : 2.5 marks If vendor is providing verification services in India to multiple commercial Bank or multiple telecom operator or DTH or multiple Government department or any combination: 05 marks	05	Copies of the Credential Letters from Clients.
4	Quality of Service-	ISO Certification: 05 marks	05	List of certifications (as applicable) ISO 27001: 2013 ISO 9001: 2008 ISO 9001: 2015
5	Verification Facility in Bihar	If the bidder is providing the Verification services from Bihar: 05 marks, else "0"	05	Copy of the Establishment certificate
6	Technical Document (Subjective evaluation for integration with system integrator software to be able to be receive data from system for verification and to submit data to Education Department/BSEIDC)	Software Solution used for verification – 05 marks Implementation plan with milestones and responsibilities – 05 marks	10	Technical Document
7	Verification Process	Proposed Verification Process flow - 05 marks Project monitoring details (for meeting SLA) & Reporting mechanism – 05 marks	10	Proposed project details
Total Score			50	



Chief Engineer
B.S.E.I.D.C. Ltd, Patna

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score **at least 60%** in the above defined scoring mechanism would be considered technically qualified.

5.4 Financial Bid Evaluation

The bidders who will qualify the General cum Technical Bid criteria will be eligible for Financial Bid opening. Financial bid will be submitted by the bidder in prescribed format as mentioned below:

Sl No	Activity – A	Fees Payable (INR) per student rate
1	College Verification for approved by statutory legal Bodies	
2	Course Verification for approved by statutory legal Bodies	
3	Student Enrollment	
4	College Account Number Verification	
Total		

The financial bid has to be provided based on the format provided in the RFP. Education Department reserves the right to place an order for additional Agents at the price quoted at any time during the five year period. After the 5 year contract period Education Department will re-negotiate the contract.

Errors & Rectification: Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount in words will prevail”.

The financial quote of the participating bidder whose quote is the lowest will be declared as L1 vendor and will be invited for final award of contract. Please note that failure or refusal on part of the selected vendor to accept the offer the services at the price committed shall result in forfeiture of the EMD. Education Department/BSEIDC reserves the right to reject any or all proposals.

Notes:

All the prices and other terms and conditions of this response should be valid for a period of 120 calendar days from the date of submission of response.



6 Requirements for submission

To facilitate evaluation by Education Department your submission must be clearly referenced to and sequenced in the order below. Your submission must address each question as stated below with supporting documents:

6.1 Company Details

Joint Venture/Consortium—Not Allowed

1. Company profile and organizational documents (Memorandum of Association, Article of Association, Partnership Deed etc.)
2. Vintage in providing Verification services.
3. List of current clients, region wise (e.g. Pan India/Regional) where the service is being provided to them.
4. Audited Balance sheet for last 2 financial years.
5. Certifications and awards (if any)
6. List of your Company offices across India.

6.2 SPECIFIC REQUIREMENTS

Your submission must address each question as stated below with supporting documents:

1. Details about the company and its services. must have to be submitted with supporting documents.
2. Number of employees on the Company rolls engaged in the abovementioned services.
3. Please specify the software systems and reporting capabilities of systems you propose to adopt in meeting Education Department requirements. Attach a copy of your sample monthly billing format/ MIS that you will provide to Education Department.
4. Copies of registrations under (as applicable):

Shops & Establishment Act
Payment of Wages Act
Minimum Wages Act
Contract Labor (Abolition & Regulation) Act
Provident Fund Act
Employees State Insurance Act

5. List of certifications (as applicable)
ISO 27001: 2013
ISO 9001: 2008
ISO 9001: 2015
6. PAN, TAN & Service Tax, Registration No.
7. The Proposer (as a registered company) should have a Background of verification agency/Human Resource Consultants under the Shops & Establishment Act, 1956 since last 3 (three) years. Incorporation certificate should be furnished as documentary proof.
8. The Proposer shall not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation as on the date of RFP opening. An undertaking to this effect should be submitted by the proposer on its letter head.



6.3 Liquidated Damages

The Education Department expects the Vendor to start operations within the timeframe specified (within 2 months of issuance of LOA). Notwithstanding the Education Department's right to cancel the order, liquidated damages at 0.5% of the order value per week will be charged for every week's delay in starting operations subject to maximum 5% of order value.

The Education Department reserves the right to recover these amounts by any mode such as adjusting from any payments to be made by the Education Department to the company. Part of week will be treated as a week for this purpose. However, Education Department may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the vendor.

6.4 Dispute Resolution/ARBITRATION

6.4.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the Parties Shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within thirty (30) days of the arising thereof, the place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator appointed as per provisions of arbitration and conciliation Act, 1996 or any amendments thereof.

6.4.2 The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

6.5 GOVERNING LAW & JURISDICTION

6.5.1 This Agreement shall be governed by the laws in India and courts in Patna only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.



7 Annexures

Annexure I: Affidavit Format

AFFIDAVIT

- 1) I, the undersigned, do hereby certify that all the statements made in the required attachment are true and correct and if found fake/forged, the undersigned will be liable for infliction upon the FIR and lawful punishment as well as black listing.
- 2) The undersigned also hereby certifies that neither our firm M/shas been black listed nor has abandoned an work in any government department, India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
- 3) The undersigned hereby authorizes and request(s) and bank, person, firm or corporation for furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understand and agrees that further qualifying information may be required and agrees to furnish any such information at the request of the Department project implementing agency.

(Signed by an Authorized Signatory of the Firm)

Title of Officer

Name of Firm

Date:



Chief Engineer
BSEIDC Ltd. Patna

Annexure II: Performance Bank Guarantee

To,

-----,

-----,

-----.

In consideration of <name of the purchaser> having its registered office at <Address of the purchaser> (hereinafter referred to as "Purchaser") having agreed to purchase services for verification of student for Student Credit Card Scheme on outsourced model (hereinafter referred to as "Goods") from M/s -----

----- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dated ----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the verification agency, as per the terms and conditions of the said contract, to be offered by the contractor and also guaranteeing the operation & maintenance, by the contractor, verification agent as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto -----
-- any money or moneys not exceeding a total sum of Rs------(Rupees-----only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser <by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.>

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to operate and maintain SLA as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the

purchaser on the Bank shall be conclusive and binding notwithstanding any difference between
Bihar State Educational Infrastructure Development Corporation (BSEIDC) Ltd. Page 24 of 27



the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other Banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to

heretofore and for the same purpose for which this guarantee is issued.



Chief Engineer
BSEIDC, Patna

- 9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.
- 10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----only);
- ii) This Bank Guarantee shall be valid upto -----; and
- iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee).

- 11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2017 at ----- For and on behalf of -----
----- Bank.

sd/- -----

Annexure III:

Bihar State Educational Infrastructure Development Corporation (BSEIDC) Ltd.

Page 26 of 27

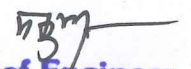


Chief Engineer
BSEIDC Ltd Patna

Kindly confirm the locations (must cover all regions of India), where the Company will be able to provide services as per the format below:

Sl No	Region	Location




Chief Engineer
B.S.E.I.D.C. Ltd, Patna

Letter of Acceptance

Letter no :- BSEIDC/TECH/1360/2017-

4482

Date..... 06.07.17

To,

Peregrine Guarding Pvt. Ltd.,
Sco-301, Sector-29, Gurgaon-122002,
Haryana (India)

Dear Sir,

This is to notify that your bid datetd 07.06.2017 for the work
"Selection of verification agency for Student Credit Card Scheme in the State of Bihar"
has been accepted by the Corporation at your quoted rate of Rs. 800=00 (Rs. Eight Hundred
Only) Per Student.

You are hereby requested to furnish Performance Security as per clause 3.9 of
the Bid Document of Rs. 50.00 Lac (Rupees Fifty Lac Only) in the form of an unconditional
Bank Guarantee from any Nationalized Bank or Schedule Bank in India valid up to 66 Months
from Date of the Agreement initially and extendable up to a suitable period within Fifteen
days of receipt of this letter of acceptance.

Yours faithfully


(Brajesh Prasad)

Chief Consultant (Technical)

Date: 06.07.17

Memo no: BSEIDC/TECH/1360/2017-18/- 4482

Copy forwarded to : Sri Pankaj Kumar Singh, Computer Programmer for uploading on
BSEIDC website/ Senior Account Officer, BSEIDC, Patna for information & necessary
action.

Chief Consultant (Technical)

Date: 06.07.17

Memo no: BSEIDC/TECH/1360/2017-18/- 4482

Copy forwarded to : Chief Engineer, BSEIDC, Patna for information Please.

Chief Consultant (Technical)

Date: 06.07.17

Memo no: BSEIDC/TECH/1360/2017-18/- 4482

Copy forwarded to : Deputy Secretary, Education Department, Patna for information Please.

Chief Consultant (Technical)

Date: 06.07.17

Memo no: BSEIDC/TECH/1360/2017-18/- 4482

Copy forwarded to : Managing Director, BSEIDC, Patna for information Please.

Chief Consultant (Technical)



BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (43)

(A Govt. Of Bihar Undertaking)

Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)

Cor. ID. No.: U80301BR2011SGC015859, e-mail: bseidc@gmail.com, website: www.bseidc.in, Fax No.: 0612-2660256

Letter of Acceptance

Letter no :- BSEIDC/TECH/1360/2017-

4482

Date..... 06.07.17

To,

Peregrine Guarding Pvt. Ltd.,
Sco-301, Sector-29, Gurgaon-122002,
Haryana (India)

Dear Sir,

This is to notify that your bid dated 07.06.2017 for the work
"Selection of verification agency for Student Credit Card Scheme in the State of Bihar"
has been accepted by the Corporation at your quoted rate of Rs. 800=00 (Rs. Eight Hundred
Only) Per Student.

You are hereby requested to furnish Performance Security as per clause 3.9 of
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Bank Guarantee from any Nationalized Bank or Schedule Bank in India valid up to 66 Months
from Date of the Agreement initially and extendable up to a suitable period within Fifteen
days of receipt of this letter of acceptance.

Yours faithfully

(Brajesh Prasad)

Chief Consultant (Technical)

Rajaw
26/07/17
(Received by)
For Peregrine G. Pvt. Ltd.

(44)

Performance Security

Name of Agency:- Peregrine Guarding Pvt. Ltd

Performance Security of "Selection of verification agency for student credit card scheme in the state of Bihar"

<u>BG. No.</u>	<u>DOI</u>	<u>Amount</u>
0021BGR0007818	19-07-2017 to 31-01-2023	50,00,000.00

	Total	50,00,000.00

Rupees Fifty Lakhs only)

Amir K. Son 24/7/17
लेखा पदाधिकारी

बिहार राज्य शैक्षणिक आधारभूत संरचना
विकास निगम लि०, पटना

[Signature]
24/7/17