

RFP Reference No: BEPC/ RFP-CAL/.....1706/2015-16

## REQUEST FOR PROPOSAL (RFP)

For

*Setting up of "Smart Classes" under Computer Aided Learning (CAL) scheme of Sarva Shiksha Abhiyan (SSA) in Govt. Elementary Schools of Bihar*



### **Bihar Education Project Council**

Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur – 800 004.

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**BID DETAILS**

Sl. No.	Activity	Date
1.	Date of commencement of Bidding Process	03/03/2016.
2.	Sale of RFP/Bid-document	All working days during office hours starting from 03/03/2016. Can also be downloaded from the website <a href="http://www.bepcssa.in">www.bepcssa.in</a>
3.	Date and Time of Pre -Bid meeting	15/03/2016 AT 3:30 PM
4.	Last Date and time of sale of Bidding Documents	04/04/2016 up to 1:00 PM
5.	Last Date and time of Bid submission	04/04/2016 up to 3:00 PM
6.	Date and time of Technical Bid opening	04/04/2016 AT 3:30 PM
7.	Place of Pre-Bid Meeting and Opening of Bids	<b>Bihar Education Project Council</b> Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Saidpur – 800 004.
8.	Address for Communication	As above
9.	EMD (Earnest Money Deposit) /Bid Security	Rs. 250,000.00/-
10.	Performance Security	Performance Guarantee will be submitted by successful bidder. The value of Performance Guarantee will be 5% of the total Project Cost.
11.	Cost of RFP	Rs. 5,000.00/-
12.	Contact Details (In case any clarification is required in the matter)	email : <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a> Tele. : 0612-2667164 Fax. : 0612-2667190

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## 1. INTRODUCTION

The Bihar Education Project Council (BEPC), popularly known as Bihar Education Project (BEP) is an organization primarily dedicated to achieving "Universal Elementary Education" (UEE) in the State of Bihar, India. Launched in 1991, with the purpose of bringing about quantitative and qualitative improvement in the Elementary Education system in Bihar.

The Parishad is implementing following major programmes towards its continuous effort to bring the power of education to rural, semi-urban and urban masses, especially to girls, disabled and children of deprived and downtrodden section of the society of the State:

- Sarva Shiksha Abhiyaan – RTE (SSA-RTE)
- Kasturba Gandhi Balika Vidyalaya ( KGBV)

### ***About Computer Aided Learning (CAL)***

Learning proceeds faster when the Teaching Learning Process is interesting, delightful, enjoyable and full of curiosity. Teaching Learning Process followed by teachers becomes qualitative, when they themselves get motivated and feel attached to it. Interest and motivation fundamentally affect the process of learning. When Process of learning becomes mutual, a person gets motivated to learn himself and it yields excellent results. Computer is a very good means of making the process of learning mutual. A man can learn a lot through a computer. The process of computer based education is such that it provides various areas of development of curiosity, thought and analysis.

#### **• Aims & Objectives**

- ✓ To train teachers & children in such a way that they may enrich their knowledge by using a computer and computer assisted devices/equipments.
- ✓ To make learning interesting, effective and interactive.
- ✓ To make various areas available to children for their curiosities, thinking and power of analysis.
- ✓ To provide better/improved knowledge of the hard spots in Language, Mathematics and EVS.
- ✓ To motivate children for self- learning and self-evaluation.

#### **• Rationale for CAL**

There are many concepts in the existing curriculum of Language, Mathematics and EVS which are hard to explain and needs explanation and discussions which can take place in classes using conventional methods, e.g. - Airport, Seaport, Museum, physical environment of distant lands, wild animals, different kinds of birds, respiratory system, digestive system etc. They can be viewed in the classrooms only with the help of Computers and various projective devices or combinations of both. Computer is the most capable amongst all media developed until now, in which areas of joyful learning can be extended by using animation along with concrete and contextual materials. Thus, any concept can be made communicable and impressionable through a computer. Learners get knowledge of their mistakes themselves while learning with the help of a computer and therefore they may become conscious of their mistakes and they can learn more in less time.



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Although, interactive learning can be preferred over the one-to-many mode of learning, the cost required for setting up computer labs, hardware and manpower is substantial keeping in view the enormous size of children in elementary classes (VI-VIII) in Bihar. Hence it has been envisioned to give benefit of one-to-many mode of teaching and learning methods to the children of classes VI-VIII through computers and projective equipments under innovation head of CAL.

In this context, Bihar Education Project Council (BEPC), under Sarva Shiksha Abhiyan (SSA) wishes to set up "Smart Classrooms" in nearly 1300 Elementary Schools equipped with one Laptop, one Multimedia Projector, one interactive board and with adequate sound system (Technical Specifications as detailed in the Scope of Work) so as to provide multi-media based content delivery in a classroom situation. The Objective of this RFP is to select technically competent and commercially competitive bidder for this purpose.

### 2. SCOPE OF WORK

Broad scope of work includes but not limited to the details as provided at **Appendix- III** in the detail Terms of Reference (ToR).

### 3. Eligibility Criteria (Pre- Qualification Criteria)

Sl. No.	Qualification Criteria	Documentary Evidence Required
1.	Should be a registered firm/registered co-operative societies/partnership firm and should be at least 3 years old entity. <b>Consortium in any form is not allowed.</b>	Bidder Should produce Articles of Association (in case of registered firms), Bye laws and certificates of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).
2.	The bidder should be registered with the VAT, Service Tax department, EPFO and carry a valid PAN/ TAN Number, Sales Tax /TIN No.	Provide Copy of Sales Tax/VAT registration number, Service Tax Registration Number and EPF Registration Number.
3.	The Bidder should have minimum total cumulative turnover of Rs. 50 crores from IT services for the last 3 financial years (FY 2014-15, 2013-14, 2012-13).	Provide copy of the audited Profit & Loss Statement of the company and Certificate from the Chartered Accountant clearly stating the turnover from IT Services
4.	Bidder should have positive net worth for each of the last 3 financial years (FY 2014-15, 2013-14, 2012-13)	Provide copy of the audited balance sheet of the company and Certificate from the Chartered Accountant clearly stating the net worth.
5.	The bidder shall have specialization in IT enabled education delivery / ICT and should have experience in the areas of implementing similar project during last three years.	Relevant project implementation experience with work orders have to be submitted.
6.	Bidder must have the experience of running and maintenance of ICT / CAL project in INDIA during last three Years.	Relevant running and maintenance experience with work orders have to be submitted.
7.	The bidder/OEM must have executed one single order of not less than 500 smart classes/CAL Labs/ ICT Centre Or TWO orders of 250 smart classes /CAL Labs/ ICT Centre to the Educational Institution or Education department of any Central or State/UT government during last three years.	Customer reference and purchase orders must be attached along with the bid.

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Sl. No.	Qualification Criteria	Documentary Evidence Required
8.	The bidder should have ISO 9001:2008 certification.	Copy of Self attested certificate to be attached
9.	Bidder should have valid Income tax returns for the last three financial years (FY 2014-15, 2013-14, 2012-13), issued by Income Tax Department and should have PAN Card	Provide documentary proof of Income Tax returns for the last three financial years. Provide copy of PAN card.
10.	Bidder should have valid Service tax returns for the last three financial years (FY 2014-15, 2013-14, 2012-13) issued by Service Tax Department	Provide documentary proof of Service Tax returns for the last three financial years
11.	Authorization for bidder confirming that the products quoted are not end of life products. Undertake that the support including spares, patches for the quoted products shall be available for next 5 years.	Certificate from OEM mentioning and confirming the details as asked.
12.	The bidder should have office in Bihar. In case bidder has no presence in Bihar, bidder shall furnish an undertaking that an office shall be opened in Bihar, with sufficient personnel and inventory of spares within a month of selection as Successful Bidder.	Copy of Electricity Bill, Tax Bill or Copy of the Agreement to be attached.
13.	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices, and should not be blacklisted by any State Govt./Central Govt./PSU for any reason.	The Bidder shall provide affidavit in original for non-engagement in fraudulent corrupt practices, non-blacklisting in any Govt. /PSU in last three financial year.

**4. Eligibility Criteria of Original Equipment Manufacturers (OEM):**

**i. Laptop**

- The turnover of the manufacturer (OEM) should be minimum of 50 cores in each year of last three financial years i.e. 2012- 13, 2013-14 and 2014-15.
- Experience of more than 3 years in the manufacturing and supply of Laptop.
- Should have ISO 9001/14001/27001 certification.

**ii. Multimedia Projector**

- The turnover of the manufacturer (OEM) should be minimum of 50 cores in each year of last three financial years i.e. 2012- 13, 2013-14 and 2014-15.
- Experience of more than 3 years in the manufacturing and supply of Projector.
- Should have ISO 9001/14001/27001 certification.

**iii. Interactive Board**

- The turnover of the manufacturer (OEM) should be minimum of 10 cores in last three financial years i.e. 2012- 13, 2013-14 and 2014-15.
- Experience of more than 3 years in the manufacturing and supply of Interactive Board.
- Should have ISO 9001/14001/27001 certification.

## 5. BID DOCUMENTS:

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submit a bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in two parts as mentioned hereunder:-

### A. Technical bid

- i. Documents showing the legal status, place of registration and prime place of business of the bidder.
- ii. Proposed Project Implementation Approach outlining
  - Understanding the Scope of Work
  - Strategy to implement the project components in achieving the project objectives
  - Detailed Project Implementation Schedule clearly identifying the activities/sub activities and the timelines
- iii. Bidder is required to provide the details of projects executed/under execution as per Appendix-I that best explains the bidder's ability to implement the desired scope of work (Please use one Sheet for one Project).
- iv. Bidder need to provide documentary evidences/proof with respect to qualification and experience criteria to support its claim.

**Any project details without documentary evidence will not be considered for evaluation.**

### B. Commercial bid

Commercial Bid must be submitted as per template provided at Appendix-II. The bid shall remain valid for a period not less than 90 days after the deadline date specified for submission.

## 6. SUBMISSION OF PROPOSALS

- i. All the proposals will have to be submitted in hard bound form with all pages numbered & signed. It should also have an index giving page wise information of above documents. Incomplete proposal will summarily be rejected.
- ii. No bid will be considered unless and until each page of the bid document is duly signed by the authorized signatory.
- iii. **Prices should not be indicated in the Technical Bid.**
- iv. The proposals shall be submitted in two parts, viz.,
- v. **Envelope 1:** - Technical Proposal super scribed as "Envelope 1 – Technical Proposal", complete with all technical details". In the technical proposal, there should not be any indication about the prices of any of the products offered.
- vi. **Envelope-2:** Commercial Proposal containing Price Schedule super scribed as "Envelope 2 – Commercial Proposal".
- vii. The two sealed envelopes should again be placed in a single sealed envelope, to be submitted in the office of State Project Director, BEPC, up to the due date and time mentioned in the Schedule of Events of this document.

## 7. LATE BIDS

Any bid received by the BEPC after the stipulated time and date for receipt of bids prescribed in this document will be rejected and be returned unopened to the Bidder.

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### 8. PERFORMANCE SECURITY

- (a) 5% as performance security of the total bid/contract value will have to be deposited in form of Bank Guarantee/Demand Draft in favour of BEP-SSA, Payable at Patna, by the lowest evaluated responsive bidder before the award of work. The performance security will be refunded only after the expiry of Guarantee/Warranty/Maintenance period as specified in the bid-document/agreement.
- (b) The performance security deposit shall be forfeited in case any terms and conditions of the contract/agreement are infringed or the bidder fails to complete the work in time.

### 9. LIQUIDATED DAMAGES/PENALTIES

#### **Availability of the infrastructure & Penalty for Non Performance**

- (a) Computer hardware and other peripherals
  - i. Onsite maintenance of Equipments
  - ii. H/W & S/W trouble shooting training for teachers / faculty members
  - iii. Help desk services for Hardware, Software related problems
  - iv. Installation of application software & all Educational software Responsibilities

#### **Responsibilities:**

- (a) The bidder shall ensure repairing / replacement of all faulty material within the shortest possible time thus ensuring minimum downtime, failing which applicable penalty will be imposed.
- (b) The bidder shall be responsible for maintaining the desired performance and availability of the system/services.
- (c) If any equipment gives continuous trouble, say six times in one month during the contract period, the bidder shall replace the computer hardware with new one without any additional cost to the purchaser.

#### **Maintenance service:**

Free maintenance services shall be provided by the Bidder during the period of contract. The maximum response time for maintenance complaint from any of the destinations (i.e. time required for the maintenance engineer to report at the site after the problem brought to the notice) shall not exceed 4 working days (School working days). During contract period, if the complaint is not attended and resolved within 4 working days (School working days), after lodging complaint for each delayed days following penalty will be deducted @Rs. 200/- per delayed day from the Performance Security for Laptop, MULTIMEDIA Projectors, Interactive Board, Speaker or any other device / peripherals which directly or in-directly affects the functioning of the Computer Aided Learning in the school.

#### **Compliant Redressal:**

Bidder/contractor has to set up & ensure complaint redressal mechanism so that within 4 working days (School working days) from the date of complaint, the user's complaint get resolved. The school will lodge the complaints to school co-ordinator & update in the complaint register maintained at the school. The format of lodging the complaint shall be devised in consultation with BEPC.

## **10. BID SECURITY**

The bid must be accompanied with non interest bearing bid-security of Rs. 2,50,000/- (Rs. Two Lakhs Fifty Thousand only) in the form of demand draft/banker's Cheque from any nationalized or scheduled bank, which shall be valid up to at least 45 days beyond the validity period of the bid. The same should be drawn in favour of BEP-SSA, Payable at Patna, along with the Technical (Part-I) of the bid. In case of non-submission of the bid-security, bids will be rejected.

The bid-security shall be forfeited;

- (a) If a bidder withdraws its bid after opening of Technical or Financial Proposal and before validity period of the bid.
- (b) If a successful bidder fails to deposit requisite amount of security money for performance guarantee within specified time as per intimation/request of the BEPC.
- (c) If a successful bidder fails to execute the agreement within specified time as per intimation/request of the BEPC.

## **11. EVALUATION**

- i. An evaluation committee so constituted by the BEPC will evaluate the bids i.e. technical and commercial.
- ii. The BEPC may conduct clarification meetings with each or any bidders to discuss any matters, technical or otherwise.
- iii. The evaluation of the proposal shall be carried-out in two stages; first the quality/technical, and then the cost.
- iv. Evaluation of Technical Proposal shall not have access to the Commercial Proposal unless the technical evaluation is concluded.

### **(a) Evaluation of Technical Bids:**

A detailed evaluation of the technical bids shall be carried out in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the RFP/Tender Enquiry. This may include physical verification for assessing the capacity of the bidder.

- i. The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. whether bids;
  - a) are properly signed ;
  - b) meet the eligibility requirements specified;
  - c) confirm to the terms and conditions, and specifications; and
  - d) are accompanied by the required securities and are valid for the period specified in the tender document.
- ii. The BEPC reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to the, and its appointed representative or the Third Party Agency as may be the case, on the date asked for, at no cost to the BEPC. The BEPC may at its discretion, visit the office / Operational Center of the Bidder for Services, any time before the issue of Letter of Award.
- iii. No further discussion/interface will be held with the bidder whose bid has been technically disqualified / rejected.

**(b) Evaluation of Commercial Bids:**

- i. After the evaluation of the technical proposal is completed, Price/Commercial Proposal of only technically responsive bidders shall be further opened and considered for evaluation.
- ii. The proposal of the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price (in Appendix-II) will be designated as L1.

**12. DECIDING AWARD OF CONTRACT:**

- i. The SPD of the Project will notify the lowest evaluated responsive bidder (L1) in writing that its proposal has been accepted.
- ii. The bidder will sign the Contract Agreement as per the terms and conditions within 7 days of the notification.
- iii. Negotiations, if any, will be held with the Bidder at the office of the BEPC
- iv. The committee's decision would be final and binding to the Bidders.
- v. Prior to the expiry of the period of Bid validity, the BEPC will notify the successful Bidder, that the Bid has been accepted.
- vi. Notwithstanding the above, the purchaser reserves the right to accept or reject any bids/quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract. The decision of the BSPP shall be final, and no enquiries or application for review shall be entertained.
- vii. The quantity/number/volume of work may be increased or decreased (maximum up to 10% of the total project cost) as per the requirements of the BSPP.

### 13. GENERAL TERMS AND CONDITIONS:

#### 1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by or beginning work under that contract shall constitute acceptance of a binding agreement between BEPC and the Successful bidder.

#### 2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

#### 3. PAYMENT TERMS

(a) The Bihar Education Project Council shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Successful bidder's invoice which is issued only upon The Bihar Education Project Council acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by The Project Directorate.

#### 4. LIMITATION OF EXPENDITURE

No increase in the total liability to The Bihar Education Project Council or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the Successful bidder unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

#### 5. LEGAL STATUS.

The Successful bidder shall be considered as having the legal status of an independent Successful bidder vis-a-vis The Project Directorate. The Successful bidder's personnel shall not be considered in any respect as being the employees or agents of The Project Directorate.

#### 6. SUCCESSFUL BIDDER'S RESPONSIBILITY FOR EMPLOYEES

The Successful bidder shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

#### 7. SOURCE OF INSTRUCTIONS

The Successful bidder shall neither seek nor accept instructions from any authority external to The Bihar Education Project Council in connection with the performance of its services under this Contract. The Successful bidder shall refrain from any action which may adversely affect The Bihar Education Project Council and shall fulfill its commitments with the fullest regard to the interests of The Project Directorate.

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**8. ENCUMBRANCES/LIENS**

The Successful bidder shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Successful bidder.

**9. TITLE TO EQUIPMENT**

Title to any equipment and supplies which may be furnished by The Bihar Education Project Council shall rest with The Bihar Education Project Council and any such equipment shall be returned to The Bihar Education Project Council at the conclusion of this Contract or when no longer needed by the Successful bidder. Such equipment when returned to The Project Directorate shall be in the same condition as when delivered to the Successful bidder, subject to normal wear and tear.

**10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

The Bihar Education Project Council shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At The Bihar Education Project Council's request, the Successful bidder shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to The Bihar Education Project Council in compliance with the requirements of the applicable law.

**11. TERMINATION**

If the Successful bidder fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Successful bidder be adjudged bankrupt, or be liquidated or become insolvent, or should the Successful bidder make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Successful bidder, The Bihar Education Project Council may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Successful bidder.

The Bihar Education Project Council reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Successful bidder, in which case The Bihar Education Project Council shall reimburse the Successful bidder for all reasonable costs incurred by the Successful bidder prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from The Bihar Education Project Council to the Successful bidder except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Successful bidder shall have no claim for any further payment, but shall remain liable to The Bihar Education Project Council for reasonable loss or damage which may be suffered by The Bihar Education Project Council for reason of the default. The Successful bidder shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, The Bihar Education Project Council may require the Successful bidder to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim The Bihar Education Project Council may have arising out of this contract or termination, The Bihar Education Project Council will pay the value of all such finished work delivered and accepted by The Project Directorate.



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**12. SUB-CONTRACTING**

In the event the Successful bidder requires the services of subcontractors, the Successful bidder shall obtain the prior written approval and clearance of The Bihar Education Project Council for all subcontractors. The approval and clearance for sub-contracting shall be allowed in special circumstances only and shall be limited to procurement of Products (Goods/Equipments) only. The approval of The Bihar Education Project Council of a sub-Successful bidder shall not relieve the Successful bidder of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

**13. ASSIGNMENT AND INSOLVENCY**

1. The Successful bidder shall not, except after obtaining the written consent of The Project Directorate, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Successful bidder's rights or obligations under the Contract.
2. Should the Successful bidder become insolvent or should control of the Successful bidder change by virtue of insolvency, The Bihar Education Project Council may, without prejudice to any other rights or remedies, terminate the Contract by giving the Successful bidder written notice of termination.

**14. OFFICIALS NOT TO BENEFIT**

The Successful bidder warrants that no official of the Bihar Education Project Council has received or will be offered by the Successful bidder any direct or indirect benefit arising from this Contract or the award thereof. The Successful bidder agrees that breach of this provision is a breach of an essential term of the Contract.

**15. PROHIBITION ON ADVERTISING**

The Successful bidder shall not advertise or otherwise make public that the Vendor is furnishing goods or services to The Bihar Education Project Council without specific permission of The Project Directorate.

**16. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Successful bidder shall be valid and enforceable against The Bihar Education Project Council unless provided by an amendment to this Contract signed by the authorized official of The Project Directorate.

## 14. SPECIFIC TERMS AND CONDITIONS

### A. UNETHICAL BEHAVIOUR

1.1 The Department & Project Directorate strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of the Department & Project Directorate bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with the Department and Directorate.

### B. CORRUPT AND FRAUDULENT PRACTICES

2.1 The Department & The Bihar Education Project Council requires that all bidders associated with this Invitation to Bid/Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy the Department & Project Directorate:

(i) Defines the purpose of this provision the terms set forth as follows:

- Corrupt practice means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and
- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the disadvantage of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

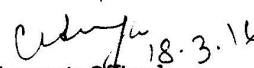
(ii) Will reject a proposal for award if it determines that the selected supplier / Bidder have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(iii) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded & finance the contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing the financed contract.

### C. GUIDELINES ON GIFTS AND HOSPITALITY

Bidders shall not offer gifts or hospitality to the staff members of The Bihar Education Project Council & such other members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

We look forward to receive your quotations and thank you for your interest in this Project.

  
[Chief Accounts Officer]

Bihar Education Project Council,  
Shiksha Bhawan, 2<sup>nd</sup> Floor,  
Bihar Rashtra Bhasha Parishad Parishar,  
Saidpur, Patna – 800 004.

(Purchaser)

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Memo No.:.....1706

Dated: 21/3/2016.

**Copy to:**

Following with the request to place it on their Notice Board for information and wider circulation

1. Technical Director-cum-SIO, NIC, Patna.
2. Managing Director, BSEDC, Beltron Bhawan, Patna.
3. Bihar Chamber of Commerce, North Gandhi Maidan, Patna.
4. Web-site of the BEPC <http://bepcssa.in>

18.3.16  
[Chief Accounts Officer]  
Bihar Education Project Council

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**APPENDIX-I**

**PROJECT EXPERIENCE THAT BEST ILLUSTRATE THE FIRMS EXPERIENCE**

Assignment name:	Country: Location within country:
Name of Client:	Address:
Duration of assignment (months): Start date (month/year): Completion date (month/year):	Total No. of staff-months of the assignment:
Approx. value of the contract (in current US\$):	Approx. value of the services provided by your firm under the contract (in INR) : Rs.....
Name of associated Contractors, if any:	No. of professional staff-months provided by associated Contractors:
Name of associated Contractors, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader etc):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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**APPENDIX II**

**COMMERCIAL BID (Financial/Price Part)**

**Date: dd/mm/yyyy**

**To:**

.....  
.....

**Sub: Commercial Bid.**

Having examined the Bid Document no. \_\_\_\_\_ dated \_\_\_\_\_ I/ We the undersigned, offer to quote the following rates towards the Scope of the Work/TOR.

Sr. No	Particulars	Expected Quantity	Unit	Unit Rate (in Rupee)	Total Amount in figures ( All inclusive*) (F=C*E)	Value in words
( A )	( B )	( C )	( D )	( E )	( F )	( G )
<b>I. Supply, Installation, product training and Maintenance for 1<sup>st</sup> Year</b>						
1.	Computer Notebook / Laptop (Please specify detailed technical specifications)	1300	Per School			
2.	Multimedia Projector (Please specify detailed technical specifications)	1300	Per School			
3.	Interactive Board (Please specify detailed technical specifications)	1300	Per School			
4.	Speaker (Please specify detailed technical specifications)	1300	Per School			
<b>Sub – Total – I (Item 1 to 4) :</b>						
<b>II. Comprehensive Annual Operation &amp; Maintenance Contract</b>						
1.	2 <sup>nd</sup> Year	1300	Per School/Per Year			
2.	3 <sup>rd</sup> Year	1300	Per School/Per Year			
<b>Sub – Total - II (Item 1 to 2) :</b>						
<b>III. Comprehensive Insurance of the Hardware &amp; Equipments against fire &amp; Theft.</b>						
1.	1 <sup>st</sup> Year	1300	Per School/Per year			
2.	2 <sup>nd</sup> Year	1300	Per School/Per Year			
3.	3 <sup>rd</sup> Year	1300	Per School/Per Year			
<b>Sub – Total – III (Items 1 to 3) :</b>						
<b>Project Total ( Sub-total of I+II+III) :</b>						

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**Note: -**

1. Prices quoted for item no. - I (**Supply, Installation, product training and Maintenance for 1<sup>st</sup> Year**) should include cost towards site visit , 1 day product training and maintenance of hardware & Software for the 1<sup>st</sup> Year.
2. The rate for item no. - II - **Comprehensive Annual Operation & Maintenance Contract** should be quoted for 2<sup>nd</sup> Year & 3<sup>rd</sup> Year separately on per school basis.
3. The rate for item no. III - **Comprehensive Insurance of the Hardware & Equipments against fire & Theft** should be quoted for 1<sup>st</sup> Year, 2<sup>nd</sup> Year & 3<sup>rd</sup> Year separately on per school basis.
4. The rate quoted should also include all taxes, transport, insurance, printing, out of pocket expenses etc. as applicable for executing the defined scope of work.
5. Conditional bids /ambiguous bids will be summarily rejected.

**Signature & Seal of the Bidder:** .....

**Name of the Signing Authority:** .....

**Designation of Authority:** .....

**Address:** .....

**Place :**

**Date :**

### APPENDIX-III

## Terms of Reference

### 1. BACKGROUND

The Bihar Education Project Council (BEPC), popularly known as Bihar Education Project (BEP) is an organization primarily dedicated to achieving "Universal Elementary Education" (UEE) in the State of Bihar, India. Launched in 1991, with the purpose of bringing about quantitative and qualitative improvement in the Elementary Education system in Bihar.

The Parishad is implementing following major programmes towards its continuous effort to bring the power of education to rural, semi-urban and urban masses, especially to girls, disabled and children of deprived and downtrodden section of the society of the State:

- Sarva Shiksha Abhiyaan – RTE (SSA-RTE)
- Kasturba Gandhi Balika Vidyalaya ( KGBV)

### ***About Computer Aided Learning (CAL)***

Learning proceeds faster when the Teaching Learning Process is interesting, delightful, enjoyable and full of curiosity. Teaching Learning Process followed by teachers becomes qualitative, when they themselves get motivated and feel attached to it. Interest and motivation fundamentally affect the process of learning. When Process of learning becomes mutual, a person gets motivated to learn himself and it yields excellent results. Computer is a very good means of making the process of learning mutual. A man can learn a lot through a computer. The process of computer based education is such that it provides various areas of development of curiosity, thought and analysis.

#### • **Aims & Objectives**

- ✓ To train teachers & children in such a way that they may enrich their knowledge by using a computer and computer assisted devices/equipments.
- ✓ To make learning interesting, effective and interactive.
- ✓ To make various areas available to children for their curiosities, thinking and power of analysis.
- ✓ To provide better/improved knowledge of the hard spots in Language, Mathematics and EVS.
- ✓ To motivate children for self- learning and self-evaluation.

#### • **Rationale for CAL**

There are many concepts in the existing curriculum of Language, Mathematics and EVS which are hard to explain and needs explanation and discussions which can take place in classes using conventional methods, e.g. - Airport, Seaport, Museum, physical environment of distant lands, wild animals, different kinds of birds, respiratory system, digestive system etc. They can be viewed in the classrooms only with the help of Computers and various projective devices or combinations of both. Computer is the most capable amongst all media developed until now, in which areas of joyful learning can be extended by using animation along with concrete and contextual materials. Thus, any concept can be made communicable and impressionable

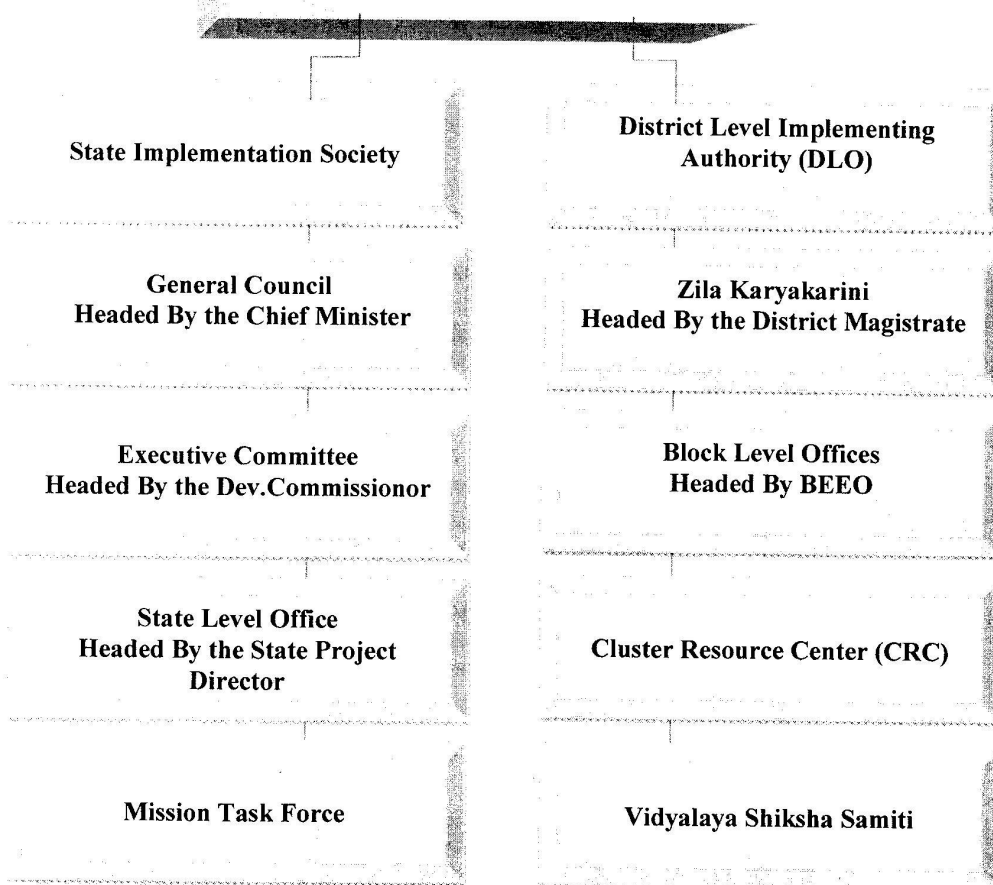
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through a computer. Learners get knowledge of their mistakes themselves while learning with the help of a computer and therefore they may become conscious of their mistakes and they can learn more in less time.

Although, interactive learning can be preferred over the one-to-many mode of learning, the cost required for setting up computer labs, hardware and manpower is substantial keeping in view the enormous size of children in elementary classes (VI-VIII) in Bihar. Hence it has been envisioned to give benefit of one-to-many mode of teaching and learning methods to the children of classes VI-VIII through computers and projective equipments under innovation head of CAL.

In this context, Bihar Education Project Council (BEPC), under Sarva Shiksha Abhiyan (SSA) wishes to set up “Smart Classrooms” in nearly 1300 Elementary Schools equipped with one Laptop, one Multimedia Projector, one interactive board and with adequate sound system (Technical Specifications as detailed in the Scope of Work) so as to provide multi-media based content delivery in a classroom situation. The Objective of this RFP is to select technically competent and commercially competitive bidder for this purpose.

### Bihar Education Project Council





## 2. SCOPE OF WORK

The Bidder is required to supply, install & maintain computer hardware (Laptop, Multimedia Projector, Interactive board, Sound System), software (OS, Antivirus etc.) and peripherals (with comprehensive warranty for 3 years) in approximately 1300 Middle Schools spread over 38 districts and 534 blocks of Bihar in Rural as well as Urban Areas with technical specifications & terms and conditions as stipulated below.

Besides warranty, the hardware supplied on each of the locations shall be under comprehensive insurance for a period of 3 years from the date of installation/transfer against fire/theft. The bidder shall also provide 1 (one) day product handling training to one teacher from each location in consultation with BEPC.

## 3. Technical Specifications of the Equipment to be Supplied:-

S.N.	Items	Technical Specification	Quantity (to be supplied on each location/school)
01.	Computer Notebook / Laptop	<p><b>Processor:</b> Mobile Intel Core i3- 4005U (1.7 GHz with 3 MB Cache) or higher.</p> <p><b>Chipset &amp; Motherboard:</b> Latest compatible 8 series chipset or higher.</p> <p><b>Memory:</b> 4 GB 1600 MHz DDR3L/LPDDR3 RAM or higher expandable up to 8 GB.</p> <p><b>HDD:</b> 500 GB 7200 rpm (min.,).</p> <p><b>Display:</b> 14" (35.56 cm) or above TFT active Matrix Wide Screen Display.</p> <p><b>Resolution:</b> 1366x768 WXGA or higher.</p> <p><b>Video controller:</b> Integrated Intel HD Graphics 4400.</p> <p><b>Wireless Connectivity:</b> Integrated wireless b/g/n, Integrated Bluetooth.</p> <p><b>DVD Writer:</b> Integrated DVD Writer 8X and Integrated Stereo speaker.</p> <p><b>Key Board:</b> Key Board with Touch Pad.</p> <p><b>Expansion Port :</b> 2x USB and 1xUSB3.0, 10/100/1000 Ethernet card, VGA , HDMI/Mini DP, Single combo Audio/Microphone Port &amp; other standard features.</p> <p><b>Operating System:</b> Microsoft Windows 8.1 professional.</p> <p><b>Antivirus Software:</b> pre-installed Norton/McAfee/e-trust/Kaspersky/AVG or equivalent with latest Internet Security Version with 3 years license.</p> <p><b>Power Supply:</b> 230V, 50 Hz AC Supply with</p>	01

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S.N.	Items	Technical Specification	Quantity (to be supplied on each location/school)
		rechargeable Battery Pack comprising of Li-Ion / Li-Polymer battery Suitable for minimum 4 hrs. Operation complete with battery charger / adaptor. <b>Weight:</b> Not more than 2.1 Kg (with DVD Writer). <b>Carry case:</b> To be provided.  <b>Warranty:</b> 3 years on Site Comprehensive Warranty (Including Battery & Adapter).  <b>"OR" Equivalent</b>	
02.	Multimedia Projector	<b>Projector / Technology Type :</b> DLP/Reflective <b>Native Resolution:</b> 1024 x 768 (XGA). <b>Projector Lens:</b> Short Throw <b>F-Number:</b> F=2.6 f=6.9mm (+/- 10%). <b>Aspect Ratio :</b> 4:3 Native, 16:9 Compatible  <b>Throw Ratio:</b> 0.61: 1 (+/- 10%). <b>Zoom Ratio:</b> 1 : 1.1 <b>Lamp Type:</b> 200 W (+/- 20%) <b>Lamp Life (Standard/Eco):</b> 3,000 hours (min.) / 6,000 hours (min.). <b>Screen Size (Projected Distance):</b> Zoom: 40" - 200". (+/- 10%) <b>Brightness (ANSI Lumens) :</b> 3,000lm <b>Colour Light Output:</b> 3,000lm <b>Contrast Ratio:</b> 10,000:1 <b>Internal Speakers (Optional):</b> Sound Output - 2W or above. <b>Input / Output Connections:</b> VGA x 2, S-Video x 1, Composite x 1, Audio In x 1, Audio Out x 1, VGA Out x 1, RS232 x 1, USB x 1. <b>Power Supply Voltage:</b> 100 - 240 V AC ±10%, 50/60 Hz. <b>Power Consumption:</b> Average Power Consumption should be 250W (+/- 10%). <b>Fan Noise (Normal/Eco):</b> 37dB / 29dB.  <b>Accessories:</b> Standard (Lens Cover, Remote Control with battery, Power Cord, User Manual, Warranty Card, Cables etc.)  <b>Warranty:</b> 3 years on Site Comprehensive Warranty (Including Lamp).  <b>"OR" Equivalent</b>	01

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S.N.	Items	Technical Specification	Quantity (to be supplied on each location/school)
03.	Interactive Board	<b>Type:</b> Ceramic. <b>Screen Size:</b> Minimum 78" Diagonal. <b>Aspect Ratio:</b> 4:3 <b>Technology:</b> Optical <b>Touch sensitivity:</b> Multiple touch availability <b>Marker use:</b> Available <b>Surface:</b> Low Reflection, Anti Scratch, Fire proof. <b>Power:</b> Through USB <b>Humidity:</b> Minimum 20% to 85% <b>Resolution:</b> Minimum 3200x3200 <b>Software:</b> Have interactive features like Pens, Smart Pen, Texture writing, Hand Writing recognition, palm touch, image gallery, image enlarge; snap shots, recording lectures, reveal option, focus to specific part of content, zoom etc. <b>Accessories (Along with the H/W):</b> Stylus, USB Cables, Software CD, Installation Guide, Brackets.  <b>Warranty:</b> 3 years on Site Comprehensive Warranty.	01
04.	Speaker	Walls mount set of speakers, Minimum 2.0 Channel, Clear audibility for classroom of length 22*18.  <b>Warranty:</b> 3 years on Site Comprehensive Warranty.	01 Set
<p><b>Remarks:</b> (1) Besides supplying aforesaid items at Sl.No. 1 to 4, the bidder is required to assess the requirements of additional installation kit/peripherals like Projector wall mounting kit, Extended Cable for VGA power and laying of VGA cable and with conduit (Laptop/CPU to Projector) for installation at each location. The bidder is required to include the cost of these items while quoting under Item 1 to 4.</p> <p>(2) The installation would require 1 day product training to one of the teachers of the concerned school on each of the location. Therefore, the cost towards the training should also be included in the cost of items to be supplied under item 1 to 4.</p> <p>(3) <b>The bidder must mention the Brand Name and Model No. along with detailed technical specifications for Item No. 1 to 4 under the technical as well as the commercial bid failing which bids will be rejected. Authorization of the mentioned brand and Model would be required from the OEM.</b></p> <p>(4) Product Certifications are required for the better quality product at Sl.No. 1 i.e. <b>Computer Notebook / Laptop</b>. The Product Certifications are UL, EPEAT Gold, FCC, CE, and Energy Star 6.0.</p>			

#### 4. Terms & Conditions

- a. All the hardware/equipments to be supplied shall be brand new manufactured with 100% new OEM parts. Refurbished equipment shall not be acceptable. All Hardware/equipments as stated in the RFP must be installed fully configured with the required memory, components, OS, Anti-Virus and selected or specified operating system.
- b. The bidder will be required to obtain an Installation/Execution Certificate from all the schools, vetted by the concerned district MIS Coordinator that the hardware/equipments supplied in the school is in consonance with the technical specifications specified in the Agreement/Lol and that the necessary product training has been given to one of the teacher of the school and the Smart Classe(s) are functioning in the school.
- c. All the hardware, equipments (Laptop, Multimedia Projector, Interactive board, Sound System) and software like Operating System and Antivirus Software etc. should be compatible to each other so that no compatibility issue arises during the installation. Software like OS and Antivirus should be Original and must have valid license on each of the location/school where hardware and software is supplied and the Smart Class is setup.
- d. The BEPC will provide multi-media contents for Classes VI-VIII in the form of CD/Pen Drive on each location. The Laptop so supplied by the bidder should have Compatible hardware and software installed in it.
- e. Free maintenance services shall be provided by the Bidder during the period of contract. The maximum response time for maintenance complaint from any of the destinations (i.e. time required for the maintenance engineer to report at the site after the problem brought to the notice) shall not exceed 4 working days (School working days). During contract period, if the complaint is not attended and resolved within 4 working days (School working days), after lodging complaint for each delayed days following penalty will be deducted @Rs. 200/- per delayed day from the Performance Security for Laptop, MULTIMEDIA Projectors, Interactive Board, Speaker or any other device / peripherals which directly or in-directly affects the functioning of the Computer Aided Learning in the school.
- f. The bidder should have adequate number of technical staffs capable enough to extend services like helpdesk, / maintenance for an initial period of 3 years.
- g. Training and capacity Building: To efficiently operate the developed "Smart Class", the BEPC will require enhancing the capacity of its teacher on each of the location/school. The capacity building exercise shall include training on the technical know-how in the use of Laptop, MULTIMEDIA Projector, Interactive Board, speaker and use of multi-media content. Necessary training material like Users Manual/trouble shooting guides etc. of each product must be provided to the participants.

## 5. Implementation Arrangements:

- a. The supply, installation, Capacity Building and roll out shall follow an implementation arrangement that shall ensure seamless execution of the “Smart Class” on each of the location. The project will be monitored jointly by the BEPC and the Agency. One nodal officer from each side would be designated to coordinate the execution of the project.
- b. The agency should have its own office in Patna with adequate number of administrative and technical staff for seamless execution of the project.
- c. BEPC will provide rent-free secured Classroom and electricity to the Agency to set-up the Smart Class on each of the location.
- d. Appropriate order will be issued by the BEPC to the concerned officials (DEOs/DPOs/BEOs/CRCCs/ School HMs) to help in Timely execution of the Project.
- e. Although, the infrastructure supplied by the agency shall be under comprehensive warranty and insurance for a period of 3 years, the Head Master of the school will be responsible for its proper handling and upkeep. The “Smart Class” Infrastructure established shall be in possession of the concerned Head Teacher for its day-to-day functioning.
- f. The MIS Co-ordinator of the concerned district level will monitor the implementation facilities and operations on a regular basis.

## 6. Time-line for the Project

The indicative time lines for the implementation of the project activities in number of months & Year ( M denotes Month and Y denoted Year) is as shown in the table below:-

Activity	Time-Line for the Project (in number of months & years)													
	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	Y2	Y3
Project Kick-off (Execution of Agreement/Lol, Survey of each location/school)	➔													
Supply, Installation and Product Training		➔												
Operation & Maintenance (Maintenance & Insurance against fire and theft)		➔												

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**7. Payment Terms:**

The payments arrangements under this project are as follows:

Milestones	Payment terms
1. Supply, Installation, Setting up of Smart Class and 1 day Product training to 1 teacher from each location.	(a) 100% on completion of successful inspection of the supplied hardware and software and connected accessories, 1 day product training to one of the teacher of the concerned school and receipt of certificate of installation and setting up of “Smart Class” from the concerned school head teacher and District MIS Coordinator. (b) All Payments will be subject to deduction of Income tax prevailing / applicable at the time of payment. (b) No advance payment shall be made.
2. Project Operation and maintenance (maintenance of hardware & insurance of equipments against theft & fire)	(a) Payments on quarterly basis after receiving proper certificate from each of the location/districts. (b) No advance payment shall be made.
<b>Note:</b> 1. Payment for Operation & maintenance shall be made on a quarterly basis after successful operation and maintenance as certified by the concerned school/district MIS Coordinator.	

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**APPENDIX-IV**

**OTHER TERMS & CONDITIONS OF THE TENDER**

The tender should be submitted in single bid sealed in envelope and clearly marked on them the RFP No., Type of Bid and Due Date. The tender should reach the State Project Director, Bihar Shiksha Pariyojna Parishad, Shiksha Bhawan Campus of Rashtrabhasha Parishad, Saidpur, Rajendra Nagar, Patna 800004, by Registered/Speed Post/representative of the bidders only on or before **04/04/2016** up to **03:00 P.M** only one tender should be put in one envelope. More than one tender in one envelope are liable to be ignored. The tenders received after due date or time or by hand shall not be considered.

1. The technical bid will be opened on **04/04/2016** at **03:30 P.M.** by the authorized committee.
2. Incomplete/conditional/telegraphically/fax/e-mail tenders will not be considered.
3. Bidder should sign all the pages of tender/schedule of tender, if any
4. The Bidder is at liberty to present himself at the time of opening of the tender or may detail the authorized representative on the date and time specified in the schedule. The name and address of the representative who would be attending the opening of the tender should be indicated in the tender form.
5. The rate should be quoted in the prescribed format as suggested in the RFP (bidder may increase number of pages, but cannot add/delete/alter the format).
6. The State Project Director, BEPC, Patna will not responsible for any postal delay or any other reason beyond his control.
7. In case of any dispute whatsoever, decision of the SPD, BEPC shall be final.
8. For any legal dispute, the territorial jurisdiction will be Patna (Bihar) only.
9. Financial bid will be opened only after approval of the technical bid.
10. Tender decision regarding rate will be finalized by the Purchase Committee of BEPC & payment will be done by the State Level Office, BEPC after getting desired certificates from the concerned school/districts.