

Setting up 5,478 Smart Classrooms under "ICT & Digital Initiatives" intervention of "Samagra Shiksha (SS)" in 2,739 Elementary Schools across Bihar for 5 Years

GEM Bid Reference No: MIS/SS/GEM/2021-22/7945

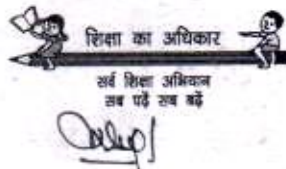
REQUEST FOR PROPOSAL (RFP)

The Bihar Education Project Council (BEPC), the State Implementation Society for "Samagra Shiksha (SS)" invites Request for Proposal (RFP) for selection of Agency/Service Provider for Setting up **5,478 Smart Classrooms** under "ICT & Digital Initiatives" intervention of "Samagra Shiksha (SS)" in 2,739 Govt. Elementary Schools across Bihar for five years.



Bihar Education Project Council

2nd/3rd Floor, Shiksha Bhawan,
Bihar Rashtrabhasha Parishad Campus,
Saidpur, Patna - 800 004 (Bihar).



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Setting up 5,478 Smart Classrooms under "ICT & Digital Initiatives" intervention of "Samagra Shiksha (SS)" in 2,739 Elementary Schools across Bihar for 5 Years

Key Events & Dates

Sl. No.	Activity	Date
1.	RFP issuing Authority	State Project Director, Bihar Education Project Council (BEPC)
2.	Name of the Project Work	Request for Proposal (RFP) for selection of Agency/Service Provider for Setting up 5,478 "Smart Classrooms" [includes Supply, Installation, Commissioning and maintenance of Hardware, Software & Peripherals and Computer Education Services (including manpower etc.)] under ICT & Digital Initiatives intervention in 2,739 Govt. Elementary Schools across Bihar on Build Own Operate and Transfer (BOOT) Model for five years.
3.	Date of Publishing of e-Notice Inviting Tender	As per GeM Bid Document.
4.	Place of availability of Bid document	https://bepcssa.in and https://gem.gov.in
5.	Place of uploading of Bids	https://gem.gov.in
6.	Tender Processing Fee	Rs. 10,000/- in the form of DD in favour of STATE PROJECT DIRECTOR - BEPC, payable at Patna.
7.	Earnest Money Deposit (EMD)	Rs. 1,17,77,700/- (Rupees One Crore Seventeen Lakhs Seventy Seven Thousand Seven Hundred) only in the form of Demand Draft /Bank Guarantee (BG) issued by any Nationalised /Scheduled Bank in favour of STATE PROJECT DIRECTOR - BEPC, payable at Patna. In case of Bank Guarantee, it should be valid for 6 months from the due date of the tender.
8.	Name and address of Office for Submitting EMD (in sealed envelope)	The State Project Director Bihar Education Project Council Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Saidpur - 800 004. e-mail: ssabihar@gmail.com

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Sl. No.	Activity	Date
9.	Nature of Bid Process	Two Bid System (Simultaneous receipt of separate technical and financial bids)
10.	Last date of submission of written queries by bidders for clarification on RFP	11/01/2022; 3:00 PM.
11.	Date & Time of Pre-bid Conference	11/01/2022; 4:00 PM.
12.	Venue of Pre-bid Conference	State Project Director Chamber Bihar Education Project Council Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Saidpur – 800 004. e-mail: ssabihar@gmail.com
13.	Last date of online submission of Bid (only through https://gem.gov.in)	27/01/2022, up to 3:00 PM.
14.	Last Date of submission of Original Bid Cost & EMD (in the form of DD/BG) and the financial bid formats 15(a) and 15 (b) in two different sealed envelopes in BEPC Office, Patna)	27/01/2022, by 3:30 PM. or By 3:30 PM on next working day of last date of online bid submission (in case last date of submission of online bid is holiday)
15.	Validity of Proposal/Bid	As per GeM terms & conditions.
16.	Method of Selection	Least Cost Method (L1)
17.	Date and time of opening of technical bid	27/01/2022, By 3: 30 PM. or By 3:30 PM on next working day of last date of online bid submission (in case last date of submission of online bid is holiday)
18.	Date and time of opening of Financial Bid	Will be communicated after technical evaluation process is over.

Note: BEPC reserves the right to amend document for RFP, schedules, and critical dates. It is sole responsibility of bidder to check <https://gem.gov.in> from time to time for any updated information. No communication in writing or through e-mail or any other mode will be sent by BEPC in this regard. BEPC also reserves the right to cancel the whole tender process any time during bid process without assigning any reason thereof.

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Disclaimer

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the BEPC or any of its employees, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the BEPC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BEPC in relation to the Supply and Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the BEPC, or its employees to consider the objectives, technical expertise, and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, before placing reliance on aforesaid assumptions, assessments, statements, and information [furnished in this RFP, by the BEPC] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For avoidance of doubt in case any Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the BEPC in this RFP], then the same shall not in any manner bind/make liable the BEPC to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BEPC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BEPC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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The BEPC also accepts no liability of any nature whether resulting from negligence or otherwise however, caused arising from reliance of any Bidder upon the statements contained in this RFP.

The BEPC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the BEPC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Supply /Services and the BEPC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BEPC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the BEPC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. INTRODUCTION

1.1 Basic Information:

Bihar Education Project Council (BEPC) an autonomous body of Education Department, Govt. of Bihar, has now completed about two and half decade in implementing various education programmes in the state up to secondary/Sr secondary level. At the onset, BEPC had successfully implemented World Bank assisted five-year District Primary Educational Programme (DPEP) which concluded in the Financial Year 2005-06 in eleven educational districts i.e. twenty revenue districts of Bihar as State Implementation Society (SIS).

The council has also honour of successfully implementing the Government of India sponsored ten-year Sarva Shiksha Abhiyan (SSA) as State Implementation Society (SIS) in all the 38 districts of Bihar. One Society, namely “State Programme for Elementary Education Development (SPEED)” which was earlier implementing the SSA in four districts (Saharsa, Nalanda, Patna and Supaul) has also been merged with BEPC as per the decision of the state Government.

Bihar Education Project Council has now been entrusted to implement Samagra Shiksha, a holistic school education programme in the backdrop of National education Policy, 2020 after the successful implementation of BEP, DPEP III, Sarva Shiksha Abhiyan along with NPEGEL. Considering the approval of Cabinet Committee on Economic Affairs, the Samagra Shiksha Abhiyan- an integrated scheme for school education (ISSE), Bihar Government has taken decision to run this centrally sponsored Scheme which has submerged three schemes of Sarva Shiksha Abhiyan (SSA), Rashtriya Madhyamik Shiksha Abhiyan (RMSA) and Teacher Education (TE) through the Bihar Education Project Council (BEPC) – the single State Implementation Society (SIS). The integrated scheme on School Education envisages the school as a continuum from pre-school, primary, upper primary, Secondary to Senior Secondary levels. The vision of the scheme is to ensure inclusive and equitable quality education from pre-school to senior secondary stage in accordance with Sustainable Development Goal (SDG) for Education.

1.2 Project Background:

Information and Communication Technology (ICT) has become one of the basic building blocks of modern society. Many countries now regard understanding of ICT and mastering the basic ICT skills (Communication, Collaboration, Creativity, Critical Thinking and Problem Solving) as a part of the core of education, along with reading, writing and arithmetic.

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The Digital India Campaign (2015) strives to transform India into a digitally empowered society and knowledge economy by focusing on the three vision areas: i. Digital Infrastructure as Core Utility to Every Citizen, ii. e-Governance and Services on Demand and iii. Digital literacy and empowerment of citizen. The three cardinal principles of access, equity and quality could be served well by harnessing the immense potential of ICT. Anytime anywhere delivery of quality education employing ICT is one such implication of Technology in Education.

Development in India depends on the extent to which we can provide quality education and skill training to all our citizens especially children and youth. Relevant use of technology will help to effectively solve India’s problem of providing quality education and development of skilled human resources. ICT needs to be used to provide high quality education, as well as holistic education to each child including children and youth with special needs and marginalized sections of the society.

To strengthen digital infrastructure in schools under Samagra Shiksha, setting up of Smart Classrooms have become one of the basic building blocks of the modern society. In this endeavor, the State proposes to set up Smart Classrooms in 2,739 schools (maximum 2 smart classrooms per school) across the State of Bihar.

Zone-wise/Division Wise /District Wise number of schools to be covered under this scheme are as follows: -

Zone-wise/Division Wise /District Wise Schools Selected for Smart Classrooms						
Zone	Division	Zone wise S.N.	Districts	District wise No. of Schools	Zone Total	
ZONE-1 : Central Zone	PATNA	1	Bhojpur	71	1085	
		2	Buxar	53		
		3	Kaimur	56		
		4	Nalanda	91		
		5	Patna	131		
		6	Rohtas	89		
	SARAN	7	Gopalganj	68		
		8	Saran	118		
		9	Siwan	94		
		DARBHANGA	10	Darbhanga		96
			11	Madhubani		111
			12	Samastipur		107
ZONE-2 : South Zone	MAGADH	1	Arwal	16	678	
		2	Aurangabad	79		
		3	Gaya	74		

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Zone-wise/Division Wise /District Wise Schools Selected for Smart Classrooms						
		4	Jehanabad	37	976	
		5	Nawada	70		
		MUNGER	6	Begusarai		81
			7	Jamui		38
			8	Khagaria		51
	9		Lakhisarai	32		
	10		Munger	46		
	11		Sheikhpura	23		
	BHAGALPUR	12	Banka	35		
		13	Bhagalpur	96		
	ZONE-3: North Zone	PURNEA	1	Araria		61
			2	Katihar		74
			3	Kishanganj		27
4			Purnea	84		
KOSHI		5	Madhepura	35		
		6	Saharsa	54		
		7	Supaul	61		
TIRHUT		8	East Champaran	145		
		9	Muzaffarpur	135		
		10	Sheohar	15		
		11	Sitamarhi	97		
		12	Vaishali	103		
		13	West Champaran	85		
TOTAL:				2739	2739	

1.3 Objectives:

The objective of this RFP/Bid is to solicit proposals from the interested eligible reputed OEM/Companies/Firms having the latest technologies in terms of hardware and software meant for setting up of cost effective and viable smart classroom solutions in 2,739 schools (two smart classrooms per school) across the State to meet the requirements of the Council/Department.

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2. Instructions to the Bidders

2.1 General:

- (a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- (b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BEPC based on this RFP.
- (c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BEPC. Any notification of preferred bidder status by the BEPC shall not give rise to any enforceable rights by the Bidder. The BEPC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BEPC.
- (d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- (e) Cut-off date for all the experience will be 31-March -2021.

2.2 Compliant Tenders / Completeness of Response:

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 submission of a Bid not substantially responsive to the RFP document in every respect may result in the rejection of the Bid.

2.3 Pre-bid Meeting & Clarifications:

To be scheduled as detailed in key events and dates.

2.4 Right to Terminate the Process:

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

2.5 RFP Document Fee:

- (a) RFP can be downloaded from <https://gem.gov.in> on or before date and time as mentioned in the 'Schedules and Critical dates table'. The bidders are required to submit the cost of tender Form fee is **Rs. 10,000/- (Rupees Ten Thousand only)** which is non-refundable in the form of Demand Draft in the favour of STATE PROJECT DIRECTOR – BEPC, payable at Patna.
- (b) Bid processing fee is mandatory to be paid as required in GeM website. The original copy of demand draft against bid document must be submitted in the office of State Project Director, Bihar Education Project Council on or before Last date of Submission Bid.

2.6 Earnest Money Deposit:

- (a) The bid must be accompanied with non-interest-bearing Earnest Money Deposit **Rs. 1,17,77,700/- (Rupees One Crore Seventeen Lakhs Seventy Seven Thousand Seven Hundred)** only in the form of Demand Draft / Bank Guarantee (BG) issued by any Nationalized Bank / Scheduled Bank in favour of STATE PROJECT DIRECTOR - BEPC and payable at Patna and should be valid for 6 months from the due date of the tender & submit at BEPC office failing which the tender will be rejected.
- (b) Scan copy of the Bank Guarantee (B.G. of EMD) shall be uploaded by the seller in the online bid and hard copy the original copy of Demand Draft / Bank Guarantee (BG) against bid document must be submitted in the office of the State Project Director, Bihar Education Project Council on or before last date of submission of Bid.
- (c) EMD of all unsuccessful bidders would be refunded by the BEPC within 1 month of the selection of successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided.
- (d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- (e) The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- (f) The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity which is 180 days.
 - In case of a successful bidder, if the bidder fails to sign the contract or provide performance bank guarantee in accordance with this RFP.

(g) Account Detail of BEPC (must be used if required by Bank for issuing BG)

Account Name: STATE PROJECT DIRECTOR - BEPC
Name of Bank: Indian Overseas Bank
Account Number: 245001000002776
IFSC Code: IOBA0002450

(h) EMD Exemption is not allowed.

(i) Bank Guarantee (BG) issued by Nationalized Bank / Scheduled Bank must be on behalf of Bidder.

2.7 Submission of Responses

(a) The tender should be submitted through <https://gem.gov.in>. No other form of tender submission will be valid for evaluation.

(b) Request from the bidder in respect of additions, alterations, modification, corrections etc. of both terms and conditions or rates after opening of the tender will not be considered.

(c) The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

(d) For all purpose, the server time displayed in the GeM portal shall be the time to be followed by all the users.

(e) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in the RFP. The bidders shall upload the attested scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate / documents in proper order. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their Correctness / authenticity.

(f) The tender opening and evaluation will be done online. Any corrigendum or addendum will be published on GeM website only.

(g) The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the GeM procurement process.

- (h) **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, the EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
- (i) No relaxation in any eligibility criteria is applicable.
- (j) All papers in technical Bid must be signed and stamped without which Bids may be summarily rejected.
- (k) Bidders need to submit all required documents such as a certificate from a CA stating the turnover, Audited Balance Sheet and Profit Loss Accounts including all schedules etc. for last three financial years only (2017-18, 2018-19 and 2019-20), wherever it is required.
- (l) The Bidders are hereby informed to submit the financial Bid in **Financial Bid Formats Form 15(a): Financial Bid Summary and 15(b): Financial Bid Item-wise Break Up per Smart Classrooms in two different separate sealed envelopes** (with heading Financial Bid/Cost of Bid & EMD on top of envelop and Name of bidder) to our office, without which the technical bid will not be considered for further evaluation.

2.8 Authentication of the Tenders

A Tender/Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Tender/Proposal.

2.9 Preparation and Submission of Proposal

2.9.1 Proposal Preparation Costs

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BEPC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) BEPC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.9.2 Language

The Proposal should be filled by the bidders in English language only. If any

supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.9.3 Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be uploaded as per the date and time mentioned in the key events and date.

2.9.4 Late Bids

- a) The bids submitted by telex / telegram / fax / e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- b) BEPC shall not be responsible for any delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.

2.10 Period of Validity of Bid

- (a) The bid shall remain valid for 180 days or as per Terms and Condition of GeM portal, whichever is higher, from the date of Technical Bid opening as notified via GeM portal. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition. For purpose of calculation of 180 days, it is to be taken as T + 180 calendar days, where T is the date of Technical Bid Opening. Any bid valid for a shorter period shall be rejected as non- responsive.
- (b) In exceptional circumstances, BEPC may solicit bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

3. SCOPE OF WORK

3.1. **Setting up of Smart Classrooms in Schools** (It includes Supply, Installation, Commissioning & 5 Years On Site Maintenance of Hardware, Software & Peripherals/Accessories of items given below in each school)

3.1.1. The Bidder is required to setup 5,478 Smart Classrooms which includes supply, installation, commission, and maintain Hardware, Software & Peripherals for five years under ICT & Digital Initiatives intervention in 2,937 Govt. Elementary Schools across Bihar in rural as well as urban areas as per the technical specifications & terms and conditions as stipulated in the RFP.

3.1.2. The bidder shall also provide one (1 day) product handling training on all the hardware and software supplied to at least two teachers from each school where smart classrooms will be set up in consultation with BEPC.

3.1.3. Brief details of the Hardware, Software, Peripherals etc. to be supplied, installed, commissioned, and maintained in each classroom/location would be as follows: -

S.No.	Items	Total Unit in each Classroom
1.	Mini PC	01
2.	Interactive Device & Software (IR Camera with White Board or Interactive Whiteboard)	01
3.	External Speaker (Wall Mountable)	01
4.	Projector	01
5.	Green Chalk Board	01
6.	1 KVA UPS with 30 Minutes Backup	01
7.	Wall Mountable Lockable Cabinet	01

The detailed technical specification of each of the item are given below.

Technical Specifications of the Hardware, Software, Peripherals to be supplied: -

#	Items	Description
1.	Mini/Micro PC	<p>Processor Make: Intel/AMD, Processor Generation: 10 or higher; Number of Cores per Processor: Two (2) or higher. Processor Description: Latest Generation 64 Bit processor support up to 3.60 Ghz or higher clock speed, TDP not more than 35W and processor Launched date not before Q1' FY21, Processor must support resolution of 4096 x 2304@60Hz. Quoted processor must be from Desktop segment, Cache: 4 MB or higher, Motherboard: compatible chipset with the above processor. Motherboard make from the same desktop OEM (OEM logo must be embossed in the motherboard), Security: Discrete TPM 2.0, Expansion Slots (M Dot 2): 2 (Two), Graphics: Dedicated/Integrated, RAM Size: 4 GB or More, RAM Expandability up to (using spare): 64 GB, 128 GB or higher. Storage Type: NVMe to populate the internal bays, NVMe Capacity: 256 GB or More, Wireless Connectivity: Yes, Type of Wireless Connectivity: Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1, Number of Ethernet Port: 1, Type of Ethernet Port: 10/100/1000 on board Integrated Gigabit Port, Audio: Integrated audio with Internal speaker Mouse Connectivity: Wireless, Keyboard Connectivity: Wireless, Ports: Number of USB Version 3.2 Gen 1 - 4 ports, Number of Display VGA Ports - 2-Ports, Number of HDMI Port - 1 Port. Cabinet: Form factor (Micro PC (MPC) max 2.0 Liters with chassis Intrusion Switch / sensor). Power supply: Minimum 65W, Minimum Power Efficiency Range (%) - 87-94, OS Certifications: Windows 10/11 Professional and Ubuntu / Red hat Linux (Linux certification must be available in the Public Domain with the quoted model no) Compliance: ROHS Compliance - Yes, Energy Star for the Quoted Model - 8.0 or latest, OEM: ISO 9001 and 14001. UL/FCC/MET for quoted model, EPEAT India Gold (for the quoted model) - Yes. Operating System: Factory pre-installed with Ubuntu Linux 20.04 LTS, 64-bit with LibreOffice, Systems Hardware driver should be available in OEM website against the offered model. OEM letter confirming that Operating system pre- loaded / pre-installed from OEM factory only. Or Windows 10 Home. Warranty: 5 years onsite comprehensive OEM warranty (OEM supplied model warranty must be visible in the website in respect to each product serial number), OEM letter confirming that service request would be placed directly with the OEM/Manufacturer for the duration of warranty Certification from ERTL (STQC) before Supply.</p>

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#	Items	Description
2.	Interactive Device & Software (IR Camera with white board / Interactive Whiteboard)	<p>Option: 1 (IR Camera with White Board)</p> <p>Hardware:</p> <ol style="list-style-type: none"> 1. Form factor: Surface independent & portable Interactive whiteboard system 2. Interactive area: Up to 100" Diagonal for 16:9 Aspect ratio (wide angle) and up to 80" Diagonal for 4:3 Aspect ratio. 3. Technology: 3D Optical Technology 4. Calibration: Automatic 5. Lens: Ultra Short focus (T/R 0.18 or less) 6. Movement detection: IR/Optical tracking 7. Tracking speed: Real time interaction and writing speed without any time lag. 8. Simultaneous touch point support for stylus with 2 number of Stylus 9. Resolution: Sub-pixel up-to 6768 x 4320 pxsq (Native 752x480) 10. Active background subtraction: Required 11. Storage temperature -10°C to 50°C 12. Interface: Through 1 x USB 2.0 13. Compatibility platform: Windows / Linux 14. Power consumption: Less than 1 watt 15. Should support interactivity even on edge-blended projection surface 16. Interactivity: Stylus Touch 17. Stylus specification: <ol style="list-style-type: none"> i. Battery FREE Super-capacitive technology ii. Stylus Recharge time: 180 seconds iii. Stylus weight & design: Weight less than 35gm and Design orientation towards comfort while writing for a long session. iv. Mouse click using stylus: Left & right click of mouse to be integrated in a single button. <p>Software:</p> <ol style="list-style-type: none"> 1. Should Support multi touch & multi writing 2. Should support Gesture Recognition like zoom, pan, tilt, flicks etc. 3. Should have the following interactive tools/features like Pen, Eraser, spotlight, curtain, shape recognition, shape editing, auto grouping, infinite color options for annotation, color bucket, background pattern, lines & arrows, screen capture tools (freehand capture is must), import / export files, recycle bin, unlimited pages, Cut & Paste, page navigation, save page(s), Undo/Redo, Geometric Tools like protractor, compass, ruler etc. 4. Shape-recognition up to six-sided figures. 5. Should be capable to annotate on any 3rd party applications 6. Annotation Capability & integration with office application 7. Should have recording feature 8. Extensive Resource Library with relevant educational content 9. Software should support & compatible with document camera solution 10. Capability of taking Snapshot from running video 11. Should support & operational with Touch Pack

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#	Items	Description
		<p>White Board:</p> <p>Standard Matt finish/Anti Glayer White marker board (6' x 4'), which can also be used as projector Screen.</p> <p>“OR”</p> <p>Option 2: Interactive Whiteboard</p> <ol style="list-style-type: none"> 1. Form Factor: Physical Interactive Whiteboard (Electromagnetic or IR Board or Optical) 2. Interactive Area: Minimum 90” diagonal or above 3. Technology: 3D Optical Technology or Electromagnetic or IR 4. Interactive Surface: Hard-Coated steel surface, optimized for projection compatible with dry-erase marker 5. Calibration: Automatic as well as Manual calibration 6. Touch points: Single or Multiple 7. Response Speed: < 8 ms 8. Data Refresh Rate: USB Data rate 9. Interface: Through 1 x USB 2.0 10. Power consumption: <= 2 Watt 11. Power requirement: USB powered 12. Compatibility Platform: Windows 10 or above & Linux 13. Interactivity: Through Stylus or Finger touch 14. Software: Annotation software shall include features like draw, pens, annotate, erase, color, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating keyboard, geometric tools such as protractor, compass, ruler and background etc., should have recording feature. 15. Simulation: Simulation program / application for Physics, chemistry, Maths etc. <p>Warranty: 5 years onsite comprehensive OEM warranty.</p>
3	External Speaker (Wall Mountable):	1 set of external speaker Wall mountable (minimum 50 watt.)
4.	Projector	<p>Technology: DLP/LED, Resolution Support: XGA (1024x768) or Higher, DMD Type: DC3 (in case of DLP), Brightness: 3500 ANSI Lumens (minimum), Optical Zoom Ratio: 1X or higher, Contrast Ratio: 15,000:1 (minimum), Light Source Life (in Normal mode): 5000 hrs (minimum), Projection Offset: 115%+/-5%, Throw Ratio: 77”@97cm or better (Short Throw), Keystone: (+/-)40°C (Vertical, Manual), Audio: Inbuilt 2W speaker,</p>

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#	Items	Description
		<p>Digital Zoom feature: Yes, Projection Screen Size: 32" ~ 300"(82cm~762cm) or better, Compatibility: 480i, 480p, 576i, 576p, 720p, 1080i, 1080p, Video Compatibility: NTSC, PAL, SECAM, Horizontal Frequency: 15K-102KHz, Video Ports: 3 Ports are needed (1 HDMI + 1 VGA), Input Interface: Analog RGB/Component Video (D-sub) x 1, PC Audio (Stereo mini jack) x 1, Composite Video (RCA) x 1, Output Interface: PC Audio (Stereo mini jack) x 1, DC Out (5V/1A), USB Type A/B) x 1, Analog RGB (D-sub) x 1, Control: RS232 x 1, Power Supply Voltage: 100-240V+/- 10%, 50/60Hz (AC in),</p> <p>Mounting Kit as per requirement of installation. Must have required ports for connecting interactive solution device, Computer Desktop server/Mini PC, audio/video (It is bidder's/SI responsibility to assess the required compatible ports available for connecting devices),</p> <p>Warranty: 5 years onsite comprehensive OEM warranty.</p>
5.	Green Chalk Board	Green Chalk Board (6' x 4')
6.	1KVA UPS with 30 minutes battery backup	<p>Rating: 1000 VA /600W Line - interactive or Higher, Input Voltage Range: 140 - 270V AC, Cold Start: Yes, Input Nominal Frequency Range: 50Hz +/- 3 Hz, Battery Backup: 168VAH or 30 Minutes Full Load, Protection: Input battery Protection for Deep Discharge, Battery Voltage: 24 VDC, Efficiency (battery Mode): Above 70%, Nominal Output Voltage: 230V AC, Output Voltage Wave form (Battery node): Stepped sine wave, Transfer Time: 2 - 6 minutes, Typical, 10 minutes Max, Battery Mode: 50HZ +/- 1 Hz, Short Circuit Protection: Yes, SCP Line Mode: Fuse, SCP Battery mode: Electronic, Environmental: 0°C to +40°C, 0 to 90 % relative Humidity (Non - Condensing), Certification: ISO 9000, ISO 14001, BIS.</p> <p><i>"or" Equivalent or better.</i></p> <p>Note: (UPS must be installed in such a way that it can provide uninterrupted power supply for PC, Projector, Interactive device, and minimum of 1 LED bulb/ tube light (for a minimum of 60 minutes backup).</p> <p>Warranty: 5 years onsite comprehensive OEM warranty.</p>
7.	Wall Mountable Lockable Cabinet	Wall Mountable Cabinet is meant for keeping Mini PC, UPS (with battery), Mouse and Keyboard. This must be of Standard Design with safety features like Lock and Key, power sockets, required teaching Aids and any other accessories etc. Budget Design (All Side Covered with power socket, with Key & lock facility) Minimum Thickness 0.8 mm. Keyboard Tray at Top with in/out and Key/Lock facility.

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#	Items	Description
		The Installation of Cabinet to done by the side of Whiteboard in such a way that teacher can access the equipment & teaching aids placed in the cabinet easily. The lock and key feature of the cabinet will some way prevent the unauthorized access of equipment.
Note: <ul style="list-style-type: none">• The Content /Educational material/Interactive Software to be supplied /provided in smart classrooms should be browser based and can be played/run over any standard browser like Chrome, Firefox, Safari, Edge, Internet Explorer etc.• The Content should not be OS specific. HTML5 Cascading Style Sheet (CSS), Java Script (JS) based contents would be preferred.		

3.1.4. Site Preparations for Smart Classrooms in each School:

The basic Electric connection will be provided by the School in the Smart Classrooms. Other additional electric fitting materials within the computer lab shall have to be made by the agency.

The required internal electrifications with earthing for installation of all the hardware items supplied with proper cabling as per requirement within the Smart Classrooms will be responsibility of the bidder. It also includes provision of at least two 12W LED bulbs (One time) and required sockets. The bidder must ensure necessary safety provisions being taken while carrying out electrification within the lab to avoid any unforeseen event. The installation of Projector, Interactive Device, Lockable Cabinet etc. includes provision of required and sufficient wall mounting kit, wires, etc.

3.1.5. Insurance:

The equipment and services supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, and installation

The Bidder shall be responsible for arranging insurance coverage for the equipment supplied in each classroom in the school. The Bidder will get it insured from an Insurance Company against calamities; theft, fire etc. and all the insurance charges will be borne by the Bidder. The department will not be required to pay such charges. In case of any incident of theft, the school authority shall lodge FIR with the local Police station immediately to facilitate the bidder to place its Insurance claim against the theft. Bidder shall restore the smart classrooms in original condition after obtaining No Trace Report (NTR), if required, from the Police station through the respective schools. Operation of Smart Classrooms shall not be stopped in any case.

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School administration/District with support of Bidder will lodge FIR only. Regular follow up with school/District administration/Police etc. for ensuring recovery of the item lost/damaged will be responsibility of the bidder. In any case, item theft/lost/damaged must be re-installed (New Branded/Standby with same or higher configuration) within 30 days of the occurrence of event, failing which penalty will be deducted in proportion to the amount to be paid (under section Payment Schedules) for the item lost for the quarter.

3.2. Services to be provided for proper functioning of Smart Classrooms:

3.2.1. Teachers’ Training: -

3 day training on technical know-how and use of hardware and interactive software will be provided to 2 teachers from each school for the day-to-day operation of smart classrooms. The training will be conducted on an annual basis.

3.2.2 E-Content / Digital Content installation: -

- i.) The BEPC will provide e-contents / multi-media contents to the Agency in the form of CD/Pen Drive or through any convenient method i.e. cloud storage like Google Drive etc.
- ii.) The agency will have to install e-content to each PC. The installation includes required configuration so that content can be used in the classrooms. After first time installation, content may be upgraded during the contract if required. The required patches will be provided to agency by department.
- iii.) The installation and up gradation must be done by the agency with close coordination with BEPC/agency authorized by BEPC or its authorized agency will provide training (online or offline) to teachers on e-content installation procedure, how to use e-contents etc. as per requirement time to time.

3.2.3 Internet Service: -

- 4G High Speed Internet Services (with highest speed available, but not less than 2 mbps) with unlimited data.
- The Internet connection must be available throughout the project period.
- The Bill/ Summary- Bill for Internet connection (mentioning the schools’ name) must be submitted by agency along with invoice for payment without which payment will not be processed.

3.2.4 Electricity charges consumption: - As per the requirement.

(Ideally Smart Class should run minimum 4 hours per day on each school day. The electricity bill of the computer lab will be paid by the agency to the school at the end of every quarter.)

3.2.5 Web Based Online MIS Software/Application: -

- i.) The Bidder shall develop and implement web based on-line real-time MIS software/application for the facility management, Infrastructure, and Inventory/asset management (Inventory of each item will be maintained and the concerned school principal/in-charge will be in-charge of ensuring that all hardware and software has been marked as inventory item. The bidder will have to facilitate the school in maintaining the record/ inventory of ICT related hardware and software.
- ii.) Arrangements of all required hardware and software for such provisions of attendance will be responsibility of the Bidder. The MIS software must also have the provision for generating various periodic reports/performance reports as per requirement. If required, it will be bidders' responsibility to create APIs as per requirement to push/pull data of MIS software to and from any other BEPC/State Government's Portal.
- iii.) The bidder must also provide online facility (Dashboard) for monitoring of functioning, usage, lodging complaints, raising issues, feedback etc. of the Smart Classrooms Scheme at District and State level.
- iv.) Development, Hosting, implementation, and maintenance (throughout the project period) of the web based online real time MIS software/application will be responsibility of the Bidder.
- v.) For Hosting the application required Security Audit and SSL certification must be done by Bidder through CERT-In empaneled agency. It may be required to do security audits during maintenance/up gradation of web application as per requirement.
- vi.) BEPC will have the right to use this application to monitor ICT implementation and/or Smart Classrooms implementation of other Govt. schools (in addition to the schools as provided in this RFP) as and when required. The ICT and Smart Classrooms scheme of Other Govt. schools may be implemented by some other implementing agencies or being implemented by District or School itself. Necessary provision and features for the above must be there in this web based online real time MIS software/application.
- vii.) The developed software for this project will be the proprietary of BEPC and the agency will have to submit the developed source code and relevant documentation to BEPC after warranty period.

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- viii.) The cloud storage, if needed may also be on the name of BEPC keeping in view the after-warranty requirements. The cost per year may also be shared with BEPC.
- ix.) The bidder shall be liable for the privacy of data.
- x.) Any third-party certificate required for this project may be on the name of the BEPC.
- xi.) The bidder needs to provide a Single Point of contact with email and mobile number.

Note: In the last year of the contract the complete software package including workable complete source code and database with full right and data of the MIS need to be transferred to BEPC.

3.2.6 Setting up of State Level PMU for day-to-day support: -

The Bidder shall setup a State Level Project Monitoring Unit (PMU) in its local office at Patna consisting of at least 3 Service Support Engineers both for hardware and Software to support day-to-day functioning of the Smart Classrooms across the State.

3.2.7 Deliverables & Timelines: -

Installation, testing and commissioning of Computer Systems and accessories shall be completed as per the following schedule:

(a)	Signing of the Contract	Day 01
(b)	Commissioning of the Systems	90 days from the date of site readiness of the school
(c)	Teacher Training	To be started after the installation of the hardware & content in the schools have been completed

4. TERMS & CONDITIONS

4.1 General

- i. The successful bidder/contractor shall maintain the hardware, software, peripherals and connected accessories in proper working condition throughout the contract period.
- ii. The students/teachers shall not be charged any fee by the contractor.
- iii. The Smart Classrooms will be operational on all schools’ days as per normal working hours of the school or as per Govt. Orders.
- iv. The Bidder shall impart teacher training in Hindi as the medium of instruction.
- v. The performance of the agency running the project will be reviewed on a regular basis.
- vi. Bid with incomplete information OR not in accordance with instructions or without Bid Security & bid processing fees are liable to be rejected.
- vii. Competent Authority will have the right to inspect the schools of the Bidder already in operation for the purpose of verification and assessing the fulfillment of qualification criteria by the bidder.
- viii. The implementation schedule specified in the Contract shall be strictly adhered to.
- ix. No equipment shall be removed from the school premises by the selected bidder without the concurrence of the School Headmaster including for the purposes of replacement, services etc.
- x. The Smart Classrooms must be available for inspection by the competent authority of BEPC/Department, anytime during the project period.
- xi. Adequate care shall be taken by the selected bidder for the safety and security like Insurance, etc. in respect of the all the materials supplied to school. In case of theft, fire etc. standard process of insurance claim will be followed by the bidder. School administration/District with support of Bidder will file FIR only. Regular follow up with school/District administration/etc. for ensuring recovery of the item lost/damaged will be responsibility of the bidder. In any case, item lost/damaged must be re-installed (New Branded/Standby with same or higher configuration) within 30 days of the occurrence of event, failing which penalty will be deducted in proportion to the amount to be paid (under section Payment Schedules.) For the item lost for the quarter.
- xii. Record of such events in detail must be maintained in MIS.
- xiii. Number & List of schools may change before the signing of the contract at the discretion of BEPC.
- xiv. The employee (s) of the bidder will not claim any employment with BEPC/ Department during or after the contract period.
- xv. The bidder/Agency must observe all statutory compliances like GST, Minimum wages act etc. of Govt. of Bihar as and when applicable during the contract period.
- xvi. Any disruption in the services and cost arising from the same due to such non-compliance will be sole responsibility of the bidder/contractor.
- xvii. Bidder is not allowed to quote Model of more than one OEM for each item to be supplied and installed in school.

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- xviii. Compliance sheet (issued by respective OEM) against each product must be submitted along with technical bid.
- xix. The bidders advised to do initial survey on availability of manpower of required eligibility, school location and its connectivity before submission of his bid.
- xx. The Contractor shall only use licensed versions of the software and shall be held liable for any consequent action arising out of patent/intellectual property right violations and the BEPC shall not be liable for any liabilities or damages arising thereof.
- xxi. All the supplied Hardware/ Software should be Interoperable, IPv6 ready and in compliance with the policies/guidelines issued by DIT, GoI in this regard. (Here all hardware/software means hardware which are connected to networks (Desktop, Thin Client, Networking components, Printer etc).
- xxii. The Bidder will be required to establish their Project Coordination Unit in the State, with adequate decision-making authority, for day-to-day coordination with the BEPC. Any advice of the BEPC will have to be responded within a period of 7 (seven) working days.
- xxiii. The Agency will report to BEPC on day-to-day basis for the progress/implementation of the project & inform the progress of the implementation schedules & milestones achieved.
- xxiv. Bidders must ensure products/equipment/software being offered in the technical Bid are compatible with other equipment/software/products being asked. Installation of all equipment/software will be responsibility of the bidder.
- xxv. All hardware & software must include 5 Years of Comprehensive On-Site Warranty/Guarantee. Irrespective of number of hours projector used etc.
- xxvi. The agency have to provide Monitoring Book/Monitoring Books/registers to each schools to maintain the records of different aspects of Smart Classrooms deliveries, its uses, electricity consumables register, asset register etc. The register will be the property of the schools and must be maintained throughout the project period. The format of the different registers will be provided by BEPC after agreement.
- xxvii. The agency will coordinate with agency/agencies working for existing ongoing /future projects related to ICT and Smart Classrooms implementation at the same school.

4.2 Indemnity on infringement of third-party Intellectual Property Rights

- i. The bidder shall hereby confirm that none of the items, being provided by them is infringing on any foreign/domestic patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
- ii. The bidder shall indemnify Authority against all losses, cost/claims/legal claims/liabilities, suits, or proceedings, arising from third party claim in this regard at any time on account of the infringement or unauthorized use of any domestic or foreign patent rights, copyrights, or intellectual and industrial property rights of any such parties or other intellectual property, proprietary or confidentiality rights with respect to, whether such claims arise in respect of manufacture or use. If, in any such

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- suit claim or proceedings, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the bidder shall promptly make every reasonable effort to secure for the Authority, an authorization/ license, at no cost to the Authority, authorizing continued use of the infringing work. If the bidder is unable to secure such authorization/license within a reasonable time, the bidder shall, at its own expense and without impairing the performance standards either replace the affected content, or part, or process thereof with non-infringing work or parts or process or modify the same so that it becomes non-infringing.
- iii. Without prejudice to the aforesaid indemnity, the bidder shall be responsible for the completion of the supplies including uninterrupted use of the items/product or any part thereof to Authority and persons authorized by Authority, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
- iv. If it is found that it does infringe on patent rights, the Service Provider shall absolve Authority of any legal action.

4.3 Special Condition of the Contract

4.3.1. Site Preparation & Site Survey

BEPC shall provide the necessary minimum constructed rooms/space for setting-up Smart Classrooms. The space provided cannot be used for any purpose other than for delivering the services as mentioned in this bid document and as contracted under the Agreement.

The BEPC shall arrange for necessary clearances, which will pave way to the Bidder to undertake electrical wiring, electric sub-meter, earthing, room lighting (including fan), furniture, installation of UPS equipment, network cable laying etc., as per the scope of work at the respective school sites.

4.3.2. Acceptance Test:

BEPC shall conduct the assessment of the sites/smart classrooms set-up by the bidders. The acceptance test of up to 25% of the Smart Classrooms allocated to bidder in accordance with the requirements given in scope of work shall be conducted. After successful testing by the Agency an Acceptance Test Certificate shall be issued by BEPC to the Bidder. The test will include the following:

- i. All hardware and software items must be installed at site strictly as per the specifications.
- ii. The bidder will be required to obtain an Installation/Execution Certificate from all the schools, signed by the Headmaster /Head Teacher and vetted by the concerned district MIS Coordinator in the format prescribed by the BEPC.
- iii. Availability of all the defined services shall be verified. The successful bidder shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP document.
- iv. Detailed test plan shall be defined by BEPC.

Any delay by the Bidder in the Acceptance Testing shall render the Bidder liable to the imposition of appropriate Penalties.

In the event the Bidder is not able to complete the installation at School site as per the schedule defined by BEPC due to non-availability of site, the Bidder and BEPC may mutually agree to redefine the completion dates so that the Bidder can complete installation and conduct the Acceptance Test within the extended timelines.

Note: The bidder must complete at least 250 Smart Classrooms in one lot for acceptance test.

4.3.3. Representations and warranties:

- i. It is a company/ Organization duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof.
- ii. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.
- iii. It will have the legally valid and enforceable title to all Equipment as may be necessary for proper functioning and it will be free from all encumbrances, liens, charges, any security interest, and adverse claims of any description.
- iv. The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers;
- v. There is no pending or threatened actions, suits or proceedings affecting the Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Bidder's ability to perform its obligations under the Agreement; and neither Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
- vi. The Bidder confirms that all representations and warranties of the Bidder set forth in the Agreement are true, complete, and correct in all respects.
- vii. No information given by the Bidder in relation to the Agreement, project documents or any document comprising security contains any material MIS statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of BEPC or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;
- viii. All equipment including material to be installed by the Bidder in the ICT Project shall be new and the product should not be de-supported or declared end of life within next 5 years. A certificate to that effect should be furnished from OEM. All equipment shall conform to the codes, standards, and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

- ix. The warranties for all the equipment are valid for 5 years from the date of commissioning of the equipment at school sites.

4.3.4. Measures to curb the menace of counterfeit and refurbished IT products:

- i. The bidder/OEM will provide a signed undertaking (**Form-16**) from the competent authority not lower than the Company Secretary of the system OEM that would certify that all the components/parts/assembly/software used in the Mini PC/Projector/UPS like Hard disk, Memory, Projector Lamp, Batteries of UPS etc. were original/new components/parts/assembly/software, and that no refurbished/duplicate/ second hand components /parts / assembly/software were being used or would be used.
- ii. To check the genuineness of the Hardware/Software supplied, the same will be randomly checked by BEPC using various utilities /measures as suggested by the Govt. of India before payment.

4.3.5. Exit Procedure:

The agency must transfer all the hardware, software and other equipment, fittings, supplied to the school to school in working condition. The transfer process must be started 60 days before the actual expiration of the contract. The payment of last quarter is subject to the successful transfer as stated above. The manpower deployed in school/district/State for successful operation will be withdrawn by agency at the end of contract.

- i. Agency must submit the Exit procedure/Plan to BEPC prior to 90 days of expiration of the contract. The plan will be approved by BEPC.
- ii. Exit Plan would include transfer of Intellectual property, transfer of assets, knowledge transfer and smooth transition from bidder operation and maintenance team to School or to new agency or team as decided by BEPC.
- iii. Exit plan must include procedure to ensure all equipment are in working condition at the time of transfer, Status, and serial number each equipment etc. being transferred to school/or team or agency deployed by BEPC.
- iv. The entire transfer process will be closely monitored and certified by District authority or team deployed by BEPC.
- v. Release of payment of last quarter will be subject to the report submitted by district authority / team deployed by BEPC.

4.3.6. Arbitration:

- i. All disputes, controversies, and conflicts ("Disputes") arising among the Parties or arising out of or relating to or in connection with the RFP/Scope of work 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.

- ii. Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. If the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English.
- iii. 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 for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

4.3.7. Binding Clause:

All decision taken by the State Project Director/Department regarding the proceedings of this proposal and award of contract shall be final and binding to all concerned parties and bidders.

5. LIQUIDATED DAMAGE/PENALTY CLAUSES:

5.1. Penalty for delay in set up of Smart Classrooms:

(i) In case of delay in installation/short installation without valid reason such as School closure due to Election polling/Strike etc.), after stipulated the school wise penalty will be recovered from the security deposit or may be deducted from the first payment at the following rates:

Duration of delay	Penalty for delay
(a) Delay up to 15 days:	2% of rate quoted for Supply by the bidder per school
(b) Delay exceeding 15 days but not exceeding 30 days:	2.5% of rate quoted for Supply by the bidder per school
(c) Delay exceeding 30 days but not exceeding 60 days:	3% of rate quoted for Supply by the bidder per school
(d) Delay exceeding 60 days:	5% of rate quoted for Supply by the bidder per school

Decision on whether Delay causes as stated by bidder is valid or not will be under the jurisdiction of BEPC, Education Department, Govt. of Bihar.

(ii) If the bidder fails to setup Smart Classrooms within stipulated period, the contract may be cancelled and BEPC is empowered to make alternative arrangements and the charge will be borne by the bidder.

5.2. Penalty for Non-Performance of Hardware:

- a) Bidders need to ensure following during entire period of contract
 - i. Onsite maintenance of Equipment.
 - 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.
- b) 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.
- 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.
- d) 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 and resolve the problem after the problem brought to the notice) shall not exceed 7 days.

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- e) During contract period, if the complaint is not attended and resolved within 5 days (7 days in case of theft and fire), after lodging complaint for each delayed days following penalty will be deducted: -

Items/Equipment	Penalty for Non-performance
(a) For Mini PC:	Rs. 100.00 per day
(b) Keyboard, Mouse, etc.:	Rs. 50.00 per day
(c) Projector & Peripherals (UPS, Interactive Device etc.):	Rs. 100.00 per day
(d) For all other equipment not covered above:	Rs. 100.00 per day

If the bidder fails to keep the equipment in the working conditions the penalty will be recovered against from performance bank Guarantee submitted by the bidders / Quarterly Payment.

Note: If bidder does not rectify the problem within the time frame, then BEPC can also rectify the problem and deduct the payment from bidder.

5.3. Guideline(s) for complaint redressal:

Bidder/contractor must set up & ensure complaint redressal mechanism so that within 4 working days (School working days) from the date of complaint, the user's complaint gets resolved. The school will lodge the complaints in the complaint register maintained at the school. The format of online/offline lodging the complaint needs to be devised in consultation with school/ BEPC in local language.

5.4. Penalty for Non-Performance of Smart Classrooms Services:

- (a) Internet Service: If internet service is not available during school for more than 5 working days in a month then a penalty of Rs 50 per additional day will be imposed.

6. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BEPC which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics.
- b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or BEPC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 120 days may lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

7. Payment Terms:

The payments arrangements under this project are as follows:

Milestones	Payment terms
1. Supply, Installation, Setting up of Smart Classrooms and 1 day Product training to at least 1 teacher from each location.	<p>(a) 60% on completion of successful inspection of the supplied hardware and software (does not include educational software/MIS) and connected accessories, 1-day product training to one of the teachers at the concerned school and receipt of certificate of installation and setting up of “Smart Classrooms” from the concerned school head teacher /principal and District MIS Coordinator.</p> <p>(b) Payments of remaining 40% of the supplied hardware and software will be paid as follows: -</p> <ol style="list-style-type: none"> 10% after successful functioning of 6 months of Smart Classrooms. 10% after successful functioning of 9 months of Smart Classrooms. 10% after successful functioning of 12 months of Smart Classrooms. 10% after Certification of AMC and Insurance etc. for recurring years. <p>(c) No advance payment shall be made.</p>
2. Project Operation, maintenance, Insurance and Educational Services.	<p>(a) Payments on quarterly basis from district level after receiving proper certificates from each of the location/ districts.</p> <p>(b) No advance payment shall be made.</p>
<p>Important Note:</p> <ol style="list-style-type: none"> Payment for Operation & maintenance shall be made by the concerned district on a quarterly basis after successful operation and maintenance as certified by the concerned school/district MIS Coordinator. All Payments will be subject to deduction of Income Tax, GST, etc. as prevailing / applicable at the time of payment. The average per school cost per year for Part II (Educational Services- Recurring) not exceeds Rs 0.38 Lakhs. Payment of First Installment will be based on pro-rata basis with receipt of certificate of installation from at least 50% Schools the concerned School Head Teacher / district MIS Coordinator. Certification (Benchmarking/Quality) from ERTL (STQC) or as required for the hardware provided, 40% of the total value of Hardware part (Hardware, Software, and educational software) against applicable to that school will be paid to the Agency. 	

8. DURATION OF THE PROJECT & TERMINATION CLAUSE

8.1. Duration of the Project

The duration of the Project period will be for 5 years. The duration spent for installation of Hardware and Software (Multimedia based content) will not be a part of contract period. Hence the actual contract period starts after the successful installation of hardware and software.

8.2. Termination of the Project

The BEPC may initiate process to terminate the project in whole or in part on a per School basis before expiration of the contract period on following grounds-

- i. The selected bidder fails or unable to comply the scope of work, terms and conditions, etc. as mentioned in the contract document even after issuing notice/warning 30 (thirty) days in advance for non-compliance and/or unsatisfactory reply/response from the successful bidder.
- ii. As the scheme is central sponsored and if the scheme is closed or funding for the scheme is stopped and BEPC unable to arrange the fund to continue the scheme, the contract may be terminated upon giving 30 (thirty) days notice. In this case no payment for recurring services will be made after termination of contract. However, any amount which are payable under non-recurring will be paid as per schedule and terms and condition of the contract.
- iii. In the event of termination of the contract in part or in whole for default of the Bidder, BEPC is entitled to forfeit the proportionate amount from the Bidder.
- iv. Termination for insolvency- If the Bidder becomes bankrupt or is otherwise declared insolvent, then BEPC may at any time terminate the contract by giving written notice of 30 (thirty) days to the Bidder. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrue to BEPC or Education Department, Govt. of Bihar.

9. BID EVALUATION

9.1. Evaluation Procedure

- (a) Initial Bid scrutiny will be done, and incomplete details as given below will be treated as non-responsive if tenders/ bids;
- Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period.
- (b) An evaluation committee constituted by BEPC will evaluate the Technical and Price bids as per the following pattern: -
- Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
 - Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
 - The BEPC may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise as mentioned in their technical bid.
 - Further, the scope of the evaluation committee also covers taking of any decision regarding the RFP, execution/ implementation of the project including project period.
 - Price (Commercial) bids of only those bidders who qualify the technical evaluation will be opened.
 - All other Commercial bids will be returned un-opened. The place, date, and time for the opening of the commercial bids shall be announced separately to only technically qualified bidders.
 - The bid with the lowest Price will be considered as the successful bid.

- viii. The Bidder shall furnish the required information to BEPC and its authorized representative on the date asked for, at no cost to the BEPC. The BEPC may at its discretion, visit the office / operational schools/locations of the Bidder, any time before the issue of Letter of Award.

9.2. Evaluation Criteria

9.2.1. Eligibility Criteria (Pre- Qualification Criteria) for Prime Bidder:

Sl. No.	Qualification Criteria for Bidder	Documentary Evidence Required
1.	The Bidder should be an Indian registered Company under Companies Act 1956/2013/ OEM / Proprietorship / Partnership firm /Public Enterprise and should be at least 5 years old entity. Consortium in any form is not allowed.	The Bidder Should provide copy of self-attested Articles of Association (in case of private and public limited companies), Partnership deed (in case of partnership firm) or Registration certificate under Shop & Establishment in case of Proprietorship firm.
2.	Subletting and Sub-contracting: Subletting in any form by any bidder (any company or PSU) directly or through a tender is not allowed at any stage. <i>(It excludes work related to Site Preparation, Civil works, Internet Service)</i>	A Commitment letter / undertaking on company's letter head in this regard must be submitted along with technical bid.
3.	Solvency: Should be solvent and as a proof of financial stability must furnish document required	a) Certificate by CA firm confirming no defaults during the last three financial years (FY: 2017-18 2018-19 and 2019-20). b) Solvency Certificate from Bank for meeting the expected cost of the Bid (issued by Bank after invitation of Bid)
4.	The Bidder should be registered with the GST department and carry a valid PAN and GST Number.	The Bidder should provide self-attested Copy of GST registration number, PAN & GST Number.
5.	The bidder must have minimum turnover of the average of last three financial years (FY: 2017-18, FY: 2018-19 & FY: 2019-20) of Rs. 100 Crores . However, the annual turnover should not be less than Rs. 75 Cr. in any of three financial years.	The bidder should provide self-attested copies of the audited Profit & Loss Account of the company and Certificate from the Chartered Accountant clearly stating the total turnover for (FY: 2017-18, 2018-19, 2019-20).
6.	The Bidder shall have positive net worth in the last three financial years (FY: 2017-18, 2018-19, 2019-20) with operating profit as per their audited balance sheet	The Bidder should Provide copies of the audited Balance Sheet of the company and certificate from the Chartered Accountant clearly stating the net worth and operating profit for all three years.
7.	The Bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting the components/products	The Bidder should provide Letter of Authorization (In original) as per template provided.

Setting up 5,478 Smart Classrooms under "ICT & Digital Initiatives" intervention of "Samagra Shiksha (SS)" in 2,739 Elementary Schools across Bihar for 5 Years

Sl. No.	Qualification Criteria for Bidder	Documentary Evidence Required
	offered in the format given in Annexure-FORM	
8.	The bidder/OEM will provide a signed undertaking from the competent authority not lower than the Company Secretary of the system OEM that would certify that all the components / parts / assembly / software used in the hardware supplied were original / new components / parts / assembly / software, and that no refurbished / duplicate / secondhand components /parts / assembly/ software were being used or would be used.	Undertaking (in Original in Form16) from OEM mentioning and confirming the details as asked.
9.	The Bidder must possess valid certifications of ISO 9001 Certification or ISO 27001 Certification or ISO/IEC 20000 Certification.	The Bidder should provide self-attested copy of the certification.
10.	The Bidder must have executed at least 1000 Smart Classrooms/ ICT/Computer Labs /Digital Classrooms / Virtual Classrooms on BOOT/Turn-key basis during last 5 Financial Years (<i>Between 01st April, 2016 to 31st March, 2021</i>) for State Govt./ Central Govt. /PSU in India.	The Bidder should provide Relevant proof (self-attested copies of Work Order/ Agreement and Customer Completion Certificate/ Customer Satisfaction Certificate on the letter head of client) to support their claim.
11.	The bidder should have undertaken/executed (1) One project of similar nature not less than Rs. 80 Cr. "or" (2) Two projects of similar nature not less than Rs. 50 Cr. "Or" (3) Three Projects of similar nature not less than Rs. 40 Cr. for the State Govt./ Central Govt. /Semi Govt. /PSU/University/College/Schools in India during last five Years (<i>Between 01st April 2016 to 31st March, 2021</i>). "Similar Nature means - Supply, Installation & Commissioning of Smart/virtual/digital classrooms / ICT Labs/IT Components."	The Bidder should provide Relevant proof (self-attested copies of Work Order/ Agreement, Customer Completion Certificate/Customer Satisfaction Certificate on client letter head) to support their claim.
12.	Bidder should have valid Income tax returns for the last three financial years (FY: 2017-18, 2018-19, 2019-20), issued by Income Tax Department and should have PAN Card	The Bidder should provide self-attested copies of the Income Tax Returns (ITR) for the last three financial years.

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Sl. No.	Qualification Criteria for Bidder	Documentary Evidence Required
13.	The Bidder should have valid GST returns for the last three financial years (FY: 2017-18, 2018-19, 2019-20).	Provide Copies of the Annual GST returns (GSTR-9) for the last three financial years.
14.	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 (in Original) from OEM mentioning and confirming the details as asked.
15.	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 enough personnel and inventory of spares within a month of selection as Successful Bidder.	Copy of self-attested Electricity Bill, Tax Bill or copy of the Agreement/Lease Deed to be attached. In case bidder has no presence in Bihar, bidder shall furnish an undertaking that an office shall be opened in Bihar, with enough personnel and inventory of spares within a month of selection as Successful Bidder.
16.	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 should provide affidavit (in original) sworn before Executive Magistrate/notary of not being engaged in any fraudulent or corrupt practices and not being blacklisted by any agency / authority / or any society of the State Govt./ Central Govt. /PSU.
17.	The bidder should be registered under the Employees Provident Fund (EPF) Scheme and ESIC.	Provide self-attested copies of EPF & ESIC Registration Number along with Payment Confirmation Receipt of ECR for last 3 months (January, February, March) of Financial Year: 2020-21 and Payment Challans of ESIC. The Registration Number of EPF & ESIC should be before FY: 2016-17.

9.2.2. Eligibility Criteria of Original Equipment Manufacturers (OEM):

Item(s)	Specific Requirements	Document Required
1.	<p>Mini /Micro PC:</p> <p>a) The turnover of the manufacturer (OEM) of Desktop/PC should be minimum average of rupees 1000 crores per annum during the three financial years (FY: 2017-18, 2018-19, 2019-20).</p> <p>b) Experience of more than 10 years in the manufacturing of Desktop PCs/Severs/Thin Clients.</p> <p>c) OEM Should not be Blacklisted /debarred from govt. /Quasi Govt in last 5 years across the country.</p> <p>d) OEM should comply with the rule 144(xi) of the General finance rule on land boarder sharing. OEM has providing letter of undertaking/necessary document to comply.</p>	<p>a) Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor b) Supporting document along with Self declaration of experience. c) Self-declaration – No Blacklisting undertaking (On OEM’s letter head)</p>
2.	<p>Projector:</p> <p>a) The turnover of the manufacturer (OEM) / supplier of Projector to be offered should be minimum average of rupees 150 crores per annum during the last three financial years (FY: 2017-18, 2018-19, 2019-20).</p> <p>b) Experience of more than 5 Years in manufacturing of Projector.</p> <p>c) OEM should comply with the rule 144(xi) of the General finance rule on land boarder sharing. OEM has providing letter of undertaking/necessary document to comply.</p>	---- As above ---
3.	<p>Interactive Device (IR Camera / Interactive Whiteboard)</p> <p>d) The turnover of the manufacturer (OEM) / supplier of Interactive Device to be offered should be minimum average of rupees 50 crores per annum during the last three financial years (FY: 2017-18, 2018-19, 2019-20).</p> <p>e) Experience of more than 3 Years in manufacturing of Interactive Device.</p>	---- As above ---
4.	<p>UPS:</p> <p>a) The turnover of the manufacturer (OEM) / supplier of UPS to be offered should be minimum average of rupees 200 crores per annum during the last three financial years (FY: 2017-18, 2018-19, 2019-20).</p> <p>b) Experience of more than 5 Years in manufacturing of Online UPS.</p>	---- As above ---

9.2.3. Commercial Bid Evaluation:

- a) BEPC reserves the right to reject bid if the price quoted for total cost per school for Non-Recurring (Hardware, Software & Connected accessories) exceeds Rs. 2.40 Lakh per School and average per school cost per year for Recurring (Manpower and other services) exceeds Rs 0.38 lakhs as per the guideline of Ministry of Education, Govt. of India.
- b) The Financial Bids of technically qualified bidders will be opened online or through corrigendum.
- c) The agency with lowest commercial offer (including all taxes and levies) shall be declared as the L1 Bidder.
- d) Only fixed price financial bids indicating total prices for all the deliverables and service specified in this bid document will be considered.
- e) The bid price will include all taxes and levies and shall be in Indian Rupees.
- f) Any conditional bid/offer would be rejected.

10. AWARD OF CONTRACT:

10.1 Award Criteria

- i. The State Project Director, BEPC will notify the lowest evaluated responsive bidder (L1) in writing that its proposal has been accepted.
- ii. Keeping in view the size of the project and ease of implementation, the work may be awarded to L2/L3 bidder based on the lowest L1 rates received among the bidders as per the provisions of the GeM in the ratio of 40% (L1), 35% (L2) and 25% (L3).
- iii. The bidder will sign the Contract Agreement as per the terms and conditions within 15 days of the notification.
- iv. Negotiations, if any, will be held with the L1 Bidder at the office of the BEPC.
- v. The committee's decision would be final and binding to all the Bidders.
- vi. Prior to the expiry of the period of Bid validity, the BEPC will notify the successful Bidder(s), that the Bid has been accepted.
- vii. Notwithstanding the above, the purchaser reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract. The decision of the BEPC shall be final, and no enquiries or application for review shall be entertained.
- viii. 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 BEPC.

10.2 Performance Bank Guarantee:

- (a) 5% as Performance Bank Guarantee (PBG) of the total bid/contract value will have to be deposited in form of Bank Guarantee/Demand Draft in favour of STATE PROJECT DIRECTOR - BEPC, Payable at Patna, by the lowest evaluated responsive bidder before 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) In case, the Performance Security is submitted in form of Bank Guarantee, the same will be verified in consonance with the provisions made under GFR /CVC Guidelines.
- (c) 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.

11. OTHER TERMS AND CONDITIONS

A. UNETHICAL BEHAVIOR

The BEPC strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of the 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 BEPC.

B. CORRUPT AND FRAUDULENT PRACTICES

- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the BEPC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the 'Prohibited Services') in the Selection Process. In such an event, the BEPC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BEPC for, inter alia, time, cost and effort of the BEPC, in regard to the RFP, including consideration and evaluation of such Bidder's proposal.
- (b) Without prejudice to the rights of the BEPC under Clause above and the rights and remedies which the BEPC may have under the Lol or the Agreement, if an Bidder, is found by the BEPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the BEPC during a period of 2 (two) years from the date such Bidder, is found by the BEPC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- (c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BEPC who is or has been associated in any manner, directly or indirectly with the selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BEPC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the BEPC in relation to any matter concerning the Project;
- ii. "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

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- iii. "Coercive Practice" means impairing or harming or threaten to impair or harm directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by BEPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

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.

D. CONFLICT OF INTEREST

The Vendor shall disclose to BEPC in writing, all actual and potential conflicts of interest that exist, arise) or may arise (either for the Vendor/OEM/Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

We look forward to receiving your bid/offer and thank you for your interest in this Project.


State Project Director

Bihar Education Project Council,
Shiksha Bhawan, 2nd Floor,
Bihar Rashtra Bhasha Parishad Parisar
Saidpur, Patna - 800 004.
(Purchaser)

Memo No.: MIS/SS/GEM/2021-22/7945

Dated: 28/12/2021.

Form 1: Letter of Proposal

To,

The State Project Director

Bihar Education Project Council (BEPC)
Shiksha Bhawan, Saidpur -800 004. (BIHAR)

Subject: Submission of the bid for Setting up of 5,478 "Smart Classrooms" in 2,739 Govt. Elementary Schools of Bihar.

Dear Sir/Madam,

We, the undersigned, offer to provide < Hardware supply & related services > to the BEPC on with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal which includes this technical bid and the Financial Bid online through website <https://gem.gov.in>. We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in RFP. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

Details of Demand Draft submitted towards Cost of Bid	Details EMD in the form of Demand Draft or bank Guarantee submitted

Detail of Consortium Partner (if applied with consortium partner)

Name of Firm/Company:.....

Address of Firm/Company:.....

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm (Prime Bidder in case of Consortium):

Address:

Location: _____ Date: _____

Form 2: Manufacturers / OEMs authorization form

Date:

To:

State Project Director,
Bihar Education Project Council (BEPC)
Shiksha Bhawan, Saidpur -800 004. (BIHAR)

OEM Authorization Letter

Ref: Your RFP Ref: [*] dated [*]

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

Yours faithfully,

For and on behalf of M/s _____
(Name of the manufacturer)

Signature: _____

Name: _____

Designation: _____

Address: _____

Date: _____

Directorate Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Form 3: Performance Bank Guarantee Format

To,
The State Project Director,
Bihar Education Project Council (BEPC)
Shiksha Bhawan, Saidpur -800 004. (BIHAR)

Whereas(hereinafter called "the Bidder") has submitted its Bid dated (date of submission of Bid) for setting up of Smart Classrooms and Services in consonance with the Tender/RFP No..... dated issued by the BEPC, Patna, (hereinafter called "the Bid").

Whereas as per Clause.....of the Bid, the bidder is required to furnish a Bank Guarantee as Performance Security from a scheduled nationalized bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called "the Guarantor Bank"), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSED: -

1. If the Bidder

having been notified of the acceptance of its Bid by the State Project Director Bihar Education Project Council (BEPC), Patna

- (a) during the period of Bid Proposal validity:
(b) fails to perform as per the contract obligations.

The Guarantor Bank shall immediately on demand pay the State Project Director, Bihar Education Project Council (BEPC), Patna, without any demur and without the State Project Director, Bihar Education Project Council (BEPC), Patna having to substantiate such demand a sum of Rs___ Lakhs (____ Lakhs) (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the State Project Director, Bihar Education Project Council (BEPC), Patna notwithstanding any objection or dispute that may exist or arise between the State Project Director, Bihar Education Project Council (BEPC), Patna, and the Bidder or any other person.

3. The demand of the State Project Director, Bihar Education Project Council (BEPC), Patna on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the State Project Director, Bihar Education Project Council (BEPC), Patna and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs __ Lakhs (_____ Lakhs).
1. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the State Project Director, Bihar Education Project Council (BEPC), Patna.
2. To give full effect to the Guarantee contained herein, the State Project Director, Bihar Education Project Council (BEPC), Patna shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
3. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as aforesaid and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the State Project Director, Bihar Education Project Council (BEPC), Patna in writing or up to and including 5 year from the date of signing of contract, i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

Note: To be executed at the time of Signing of Contract by the Selected Vendor

Form 4: Self-declaration - No Blacklisting undertaking

(On bidder's letter head)

To,

The State Project Director,
Bihar Education Project Council (BEPC)
Shiksha Bhawan, Saidpur -800 004. (BIHAR)

In response to the Tender/RFP Reference No: MIS/SS/...../...../.....dated _____ for establishment of Smart Classrooms which includes 'Supply, Installation and maintenance of Hardware, Software & Connected accessories and Services in the schools across rural and urban areas of Bihar on Build Own Operate and Transfer Model (BOOT) for five years, as an Owner/ Partner/Director of _____, I/We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

Form 5: Power of Attorney

To,

The State Project Director,

Bihar Education Project Council (BEPC)

Shiksha Bhawan, Saidpur -800 004. (BIHAR)

I / We {Name/Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/RFP Reference No: MIS/..../...../...../...../..... dated _____. He/ She is also the one authorized to attend meetings & submit technical & commercial information/clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory:

Seal of the Organization:

Date :





Form 6: Cover Letter

To,

The State Project Director,
Bihar Education Project Council (BEPC)
Shiksha Bhawan, Saidpur -800 004. (BIHAR)

Subject: Submission of the bid for Setting up of 5,478 "Smart Classrooms" in 2,739 Elementary Schools of Bihar.

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for << Hardware supply & related services >> in accordance with your RFP No. dated [Date] and our Proposal (Technical and Financial Proposals) shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 7: Undertaking that the bidder is quoting for all the items

(Including services mentioned in the tender)

(On bidder's letter head)





Form 8: Solvency Certificate from Bank for meeting the expected cost of the Bid.

(must be issued after the publishing date of EoI/RFP)

Form 9: Bidder Profile (On bidder's letter head)

Sr. No.	Details	
1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit Documentary proof. Year and Place of the establishment of the Company	
6	Former name of the company, if any.	
7	Is the firm <ul style="list-style-type: none"> • Government/ Public Sector Undertaking propriety firm • Partnership firm (if yes, give partnership deed) • Limited company or limited corporation • Member of a group of companies (if yes, give name and address, and description of other companies) • Subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
8	Is the firm registered under Labor Laws Contract Act? If yes, submit valid registration certificate.	
9	Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the officers. Total number of employees -	
10	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
11	What type best describes your firm? (Documentary proof to be submitted) <ul style="list-style-type: none"> • Manufacturer • Supplier • System Integrator • Consultant • Service Provider (pl. specify details) • Software Development 	

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Setting up 5,478 Smart Classrooms under "ICT & Digital Initiatives" intervention of "Samagra Shiksha (SS)" in 2,739 Elementary Schools across Bihar for 5 Years

Sr. No.	Details	
	<ul style="list-style-type: none"> Total solution provider (Design, Supply, Integration, O&M) IT Company 	
12	Number of Offices / Project Locations	
13	Do you have a local representation /office in Bihar? If so, please give the address and the details of staff, infrastructure etc. no. of years of operation of the local office.	
14	Do you intend to associate any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately.	
15	Please give details of Key Technical and Administrative staff who will be involved in this project, their role in the project, their Qualifications & experience and the certification attained (documentary proof to be submitted)	
16	Is your organization has SEI - CMM / ISO 9001 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
17	List the major clients with whom your organization has been/ is currently associated.	
18	Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same.	
19	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
20	In how many projects you were imposed penalties for delay in installation? Please give details.	
21	The bidder shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the bidder or any member of the Consortium. If nil, an undertaking from the bidder/ prime member of the consortium mentioning the same.	
22	Please submit the Solvency certificate as per Form 16	
23	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	

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Form 10: Bidders' Experience

Assignment Name:	
Location within Country:	Professional Staff Provided by Your Firm
Name of Client:	No. of Staff:
Address:	No. of Staff-Months; duration of assignment
Start Date (Month/Year):	Completion Date (Month/Year):
Approx. Value of Services:	
Name of Associated Consultants, if any:	No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your consultant:	

(Handwritten mark)

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Form 11: Financial Information Summary

Turnover:

S.N.	Name of the bidder	Turn Over (Rs. Cr.)			Total (Three Years)	Average (Three Years)
		2017-18	2018-19	2019-20		

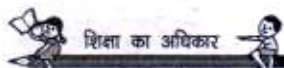
Net worth:

S.N.	Name of the bidder	Net Worth (Rs. Cr.)			Total (Three Years)	Average (Three Years)
		2017-18	2018-19	2019-20		

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Form 12: Describing the technical competence and experience of the bidder

(On bidder's letter head)



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Form 13: Reference list of major clients (Similar Project)

(On bidder's letter head)

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Form 14: Financial Bid

(To be submitted Online and as per GeM format)

The Bidders are hereby informed to submit the financial proposal online as per option available in GeM portal under offer price-

"Custom Bid for Service-Smart Classrooms and Services (Lumpsum cost of Service in Totality)" -

(Please ignore unit price as mentioned in the GeM portal)

This amount must be equal to the Grand Total Amount (Part I + Part II) as mentioned under Form 15(a): Financial Bid.

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Form 15(a): Financial Bid Summary

(To be submitted offline in separate sealed envelope)

Tender Inviting authority : Bihar Education Project Council, Patna.

Name of the Work : Setting up of 5,478 Smart Classrooms which includes Supply, Installation and Maintenance of Hardware, Software & Connected accessories and for providing Services in the selected Government Schools.

Name of the bidder:

Sl. No.	Item Description	Quantity (No of Smart Classrooms)	Rate per Classrooms (in Rs)	Total Amount* (in Rs)
(a)	(b)	(c)	(d)	(e)=(c) x (d)
1	Part I, Which Includes; (A. Supply, installation and maintenance (5 year onsite maintenance) of Hardware, Software & Connected accessories as per Scope of Work, B. Site Preparation, C. Insurance	5,478		
2	Part II, Services for 5 years Which Includes, (A. Internet Service, B. Web Based Online Project Monitoring System C. Setting up of PMU, D. Installation of E-Content/Multimedia Content/Digital resources (as provided by Department), G. Any other)	5,478		
Grand Total (1+2):				

In Words:.....

Note:* The price quoted above shall be inclusive of all taxes, levies, insurances, freight, GST & all kind of applicable taxes including the maintenance cost for 5 (Five)years.

(Authorized Signature and Seal of Bidder / Agency)

Financial Bid must be submitted online through GeM portal. Submission of Hardcopy only will not be accepted in any case.

Note: BEPC reserves the right to reject bid if the price quoted for total cost per school for Part I (Hardware, Software & Connected accessories) (Non-Recurring) exceeds Rs 2.40 Lakh per School and average per school cost per year for Part II (Manpower and other services- Recurring) exceeds Rs 0.38 lakhs.

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Form 15(b): Financial Bid Item-wise Break Up per School

(To be submitted offline in separate sealed envelope)

To,
The State Project Director,
 Bihar Education Project Council (BEPC)
 Shiksha Bhawan, Saidpur -800 004. (BIHAR)

Sub: For establishment of 5,478 Smart Classrooms which includes Supply, Installation and maintenance of Hardware, Software & Connected accessories and for providing Services in 2,739 Government Schools.

Name of bidder.....

Registered office address:

Sl. No.	Item Description	Quantity (per Smart Classrooms)	Unit Rate* (in Rs)	Total Amount* (in Rs)
(a)	(b)	(c)	(d)	(e)=(c) x (d)
Part - I	Supply, Installation and maintenance of Hardware, Software & Connected accessories including 5 years maintenance.			
A	Supply, installation, and maintenance (5-year onsite maintenance)			
1	Mini PC	01		
2	Projector	01		
3	External Speaker (Wall Mountable)	01		
4	Interactive Device	01		
5	White Board	01		
6	Green Board	01		
7	UPS with required Battery Backup	01		
8	Wall Mountable Lockable Cabinet	01		
	Sub-Total (A)			
B	Site Preparation	01		
C	Insurance (as per scope of work per school)	01		
Total Part-I (A+B+C)				
(In Words:.....)				
Part-II	Services for 5 years			
D	Teachers Training	01		
E	Internet Service	01		
F	Electricity Charges	01		
G	Web Based Online Project Monitoring System	01		

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Sl. No.	Item Description	Quantity (per Smart Classrooms)	Unit Rate* (in Rs)	Total Amount* (in Rs)
H	Installation of e-content/ Multimedia Content/Digital resources (as provided by Department)	01		
I	Setting up of PMU	01		
Total Part-II (D to I)				
In Words:.....				
Grand Total (Part-I+Part-II):				
In Words:.....				
Note:* The price quoted above shall be inclusive of all taxes, levies, insurances, freight, GST & all kind of applicable taxes including the maintenance cost for 5 (Five)years.				
<i>(Authorized Signature and Seal of Bidder / Agency)</i>				
Financial Bid must be submitted online through GeM portal. Submission of Hardcopy only will not be accepted in any case.				
Note: BEPC reserves the right to reject bid if the price quoted for total cost per school for Part I (Hardware, Software & Connected accessories) (Non Recurring) exceeds Rs 2.40 Lakh per School and average per school cost per year for Part II (Services- Recurring) exceeds Rs 0.38 lakhs.				

Setting up 5,478 Smart Classrooms under "ICT & Digital Initiatives" intervention of "Samagra Shiksha (SS)" in 2,739 Elementary Schools across Bihar for 5 Years

Form 16: Undertaking of Authenticity for IT Hardware and Software Supplies

To,
The State Project Director,
Bihar Education Project Council (BEPC)
Shiksha Bhawan, Saidpur -800 004. (BIHAR)

Subject: Submission of the bid for Setting up of 5,478 "Smart Classrooms" in 2,739 Elementary Schools of Bihar.

Ref: Your RFP Reference No. -----dated -----.

With reference to above Hardware/Software being supplied/quoted to you, we hereby undertake that all the components/parts/assembly/software used in the Mini PCs, Projectors, UPS, Interactive Device, etc. under the above scope of work shall be original new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished/duplicate/second hand components / parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate and that it shall be sourced from the authorized source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM /suppliers at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Hardware/Software without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller / SI etc.

Authorized Signatory

Name:

Designation:

Place:

Date: