

e-Tender (NIT) Reference No. BEPC/ICT&SC - BOO/2024/993, Dated 26.02.2024



**(E-TENDER)
REQUEST FOR PROPOSAL (RFP)**

For

**Empanelment of Vendors for establishing ICT Lab & Smart Classes in Government
Schools under Department of Education, Govt. of Bihar**

Issued by:-

Bihar Education Project Council
2nd-3rd Floor, Shiksha Bhawan,
Bihar Rashtrabhasha Parishad Campus,
Saidpur, Patna - 800 004 (Bihar)

1. Introduction

- i. The Bihar Education Project Council invites bids from reputed vendors for installation, Commissioning, Operation and maintenance of ICT Laboratory and Smart Classes in Government Schools on BOO (Built Own and operate) Model.
- ii. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2. Schedule of Bid Process

SL	Information	Details
1.	RFP No. and Date of availability	BEPC/ICT&SC-BOO/2024/993, Dated 26.02.2024, Available for download from 26 th February 2024, 09:00 PM onwards till 18 th March 2024, 4:00 PM
2.	Last date for submission of written queries for pre bid clarifications	02 nd March 2024, 6:00 pm Email: ssabihar@gmail.com
3.	Date of pre-bid conference	04 th March 2024 at 2:00 PM. Virtual Mode - Link: https://us02web.zoom.us/j/81546272058?pwd=SllzRzhiVHVCVTg4NFQ5MTZMMWY5UT09 Meeting ID: 815 4627 2058 Passcode: abc123 e-mail: ssabihar@gmail.com
4.	Release of response to clarifications	05 th March 2024, 6:00 PM
5.	Last date of submission of bid	18 th March 2024, 4:00 PM
6.	Opening of Technical Bids	18 th March 2024, 4:30 PM
7.	Award on empanelment	To be intimated later
8.	Contact person for queries	Shahjahan, Administrative Officer, BEPC Mobile - 7258888166

3. Scope of Work

1. The Empaneled bidder shall provide Desktops (with UPS) with mouse in the ICT lab to be established in the school on rental basis on BOO (Built, Own and Operate) Model.
2. The initial contract shall be for a period of 3 years which is further extendable depending upon the satisfactory performance of the agency.
3. The bidder shall be entirely responsible for the supply, installation, and commissioning of the ICT lab and smart class room at the School. The entire maintenance of the hardware shall be the responsibility of the bidder. At first the ICT labs and Smart Classes shall be made operational in all Middle, Secondary and senior Secondary Schools which are approximately 9000+ in numbers.
4. The Department shall provide space for installation of the machines and bear the cost of electricity.
5. The bidder shall provide at least one people per district required for handling any issues arising out of hardware supplied, during the office working hours (approximate 8 hrs). However, the staff support shall be provided whenever required by the Department.
6. The Department reserves the right to alter/add/subtract the manpower as per the requirement.
7. The ICT lab shall consist of 10 computers in Middle schools and 20 computers in Secondary as well as Senior Secondary schools.
8. The Education Department have derived the rental rates of hardware through centralized way of e-tendering. The rates of hardware's are mentioned :-

Description	Approximate Quantity	Monthly rental inclusive of GST
Desktops with Keyboard, UPS and mouse for ICT lab	75000 appx.	850/-
Smart TV for smart classroom	5000 appx	1250/-
Monthly rate per person for day to day support or fixing of any issue relating to working of supplied items	38	To be borne by agency

9. The Department reserves the right to alter/add/subtract the quantity of the hardware.
10. Site Preparation: Necessary electrification and Furniture i.e. Table and Chair will be provided by concerned school
11. The bidder shall provide new and unused Desktops to the Schools. The devices to be supplied shall be purchased only after the work order has been issued to the selected



vendor. The bidder shall submit copy of invoice of the purchased devices to the Department before delivery/installation/commissioning of the hardware at the Department.

12. The bidder shall not remove hardware from the Department without the prior consent of the authorized officer of the Department.
13. The bidder shall not engage any subcontractors or transfer the contract to any other person in anymanner.
14. The credentials of the shortlisted/selected agency will be subject to verification if needed and theirapproval shall be binding on both the parties.
15. The bidder shall be liable to pay the minimum wages, dues etc. of the personnel deployed under various Labour Regulations and other statutory obligations.
16. The bidder shall not indulge in arbitrary and adhoc transfer or shifting of any of its employees fromhis/her designated duties without prior consultation with the authorities of the Department.
17. The bidder shall communicate the manpower details like name, residential address, code no, photograph. etc. of the person deployed at each duty points.
18. The bidder shall provide Identity Cards to the personnel deployed in the Department to execute the work.
19. The bidder shall be entirely responsible for redressing grievances or resolution of disputes relatingto the personnel deployed.
20. The place of jurisdiction shall be Patna, Bihar for handling any disputes arising out of this contract/agreement.
21. In case the personnel deployed by agency commits any misconduct or any disciplinary action, the agency shall be liable to take immediate action against such personnel on the report of the authorized officer of the Department in this respect.

A. **DESKTOPS:**



- 1) The Windows Operating System software preloaded in all the systems provided shall be licensed and a document supporting the license and validity shall be submitted with the delivery of computers.
- 2) The successful bidder shall be responsible for smooth functioning of each systems supplied.
- 3) The successful bidder shall keep sufficient spares and repairing equipment to provide prompt services at defined location along with spare desktops and laptops. The department shall arrange its own cartridges/toners for the printers.
- 4) The Service center for supplied make of desktops/laptops shall be in Patna.
- 5) Adequate coverage of insurance shall be the responsibility of the successful bidder, who shall provide coverage for all items, against transit risks, incidental to acquisition, transport and delivery of equipment up to the destination. In case of damage or loss in transit up to destination it shall be the responsibility of the successful bidder to initiate and pursue the claim with insurance company. Insurance of supplied equipment for the contract period will be successful bidder's responsibility.
- 6) Hardware and operating system support shall be the responsibility of the successful bidder.
- 7) The entire ownership of data stored in the desktop/laptop shall be with the Department and the same shall not be shared with any external party /agency.
- 8) Bidder shall provide skilled manpower for the day to day support or fixing of any issues related to working of computers during the working hours at Schools. The manpower to be deployed should have minimum 2 years' experience in computer repairing.
- 9) The bidder shall be responsible for the entire maintenance of the systems provided to DEPARTMENT during rental period.
- 10) In case the system cannot be repaired within School premises and is required to be taken to the successful bidder's workshop/service center, all cost will be borne by the successful Bidder. If stand-by arrangement is required, it shall be provided by the successful Bidder without any cost.
- 11) If any desktop is not working and need to be replaced with other desktop on temporary or



permanent basis, then bidder shall arrange other desktop of same make with same or higher configurations.

12) Post completion of contract period, the supplier shall handover the data stored in desktops/ laptops to DEPARTMENT. The Department shall decide the medium for data storage.

13) The technical specifications of hardware are given as hereunder :-

DESKTOPS WITH ACCESSORIES INCLUDING UPS for ICT lab in schools

Description	Specifications
Processor	Intel Core i3 OR higher.
RAM	Minimum 4 GB DDR4 or higher
Hard disk drive	256 GB or Higher
Ports	USB, HDMI, Ethernet, Wi-fi, Bluetooth or other connectivity features
Monitor	Monitor size 18 inch or higher
Operating System	Preloaded licensed Windows-10 professional
Make for CPU	HP, DELL, LENOVO, ACER and ASUS or equivalent
Make for MONITOR	HP, DELL, LENOVO, ACER, ECS , ASUS, LG or equivalent
Keyboard	Wired keyboard
Mouse	Wired/wireless mouse
ANITIVIRUS	ANTIVIRUS Software
Graphics/Card reader	Graphics Integrated/Card reader, Webcam
Device Management Software	Preloaded Device Management Software with real time automatic usage/on-off logs for equipment. Device Management Solution is required to be preloaded in the Desktop. The usage tracking application should provide following details: <ul style="list-style-type: none"> • Number of Desktop switched ON at any point of time – daily basis • Duration for which a Desktop was ON – Daily basis. • Reports should be generated school wise, district wise.
UPS	Line Interactive UPS for computer set and other peripheral – 600 va

B. Smart TV

Sr.No.	Description	Specifications
DISPLAY		
1	Make	Any reputed Brand

2	Panel Type	LED or OLED (non curve)
3	Light Source Type	LED
4	Screen Size (Diagonal)	55 inch
5	Aspect Ratio	16:9
6	Screen Resolution	Full Hd
7	Panel Brightness	Superbright
8	Panel Drive	100Hz Bls
9	Viewing Angle (H/V)	155° / 155°
10	Response Time (G-to-G)	4 milli second or better
11	Display Colour	More than 16.7 million
12	Contrast Ratio	10000:1
13	Multi-display Mode Options	Yes
SOUND		
14	Built-in Speakers for Stereo Audio Output	10+10 watt or better
POWER		
15	Power Supply	230V AC 50 Hz
16	Quick Setup Guide, Application CD, Power Cord, Remote Control with Batteries.	

4. Eligibility Criteria for Bidders:

PRE QUALIFICATION

Eligibility Criteria (Pre- Qualification Criteria) for Bidder:		
Sl.	Qualification Criteria for Bidder	Documentary Evidence Required
1.	<p>The bidder should be an established entity under the Company's Act 1956/2013, or Partnership Act 1932, or Indian Society's Registration Act 1860, or Indian Trust Act 1882, or Limited Liability Partnership Act 2008 or a Proprietorship firm or consortium and should be 5 years old entity.</p> <p>The Bidder should be a business entity and registered for supply of IT/ITES/IT Services/ Information technology products/ Education and related services/computer-based Education/ Computer aided learning training business in India.</p>	<p>For Company /Joint Venture: Copies of the certificate of Incorporation, issued by the Registrar of Companies (Roc) under the Companies 1956/2013 along with copies of the Memorandum of Association (MoA) and Articles of Association (AoA)</p> <p>For Partnership Firm – Copy of registration certificate/ registered Partnership deed under the partnership Act 1932.</p> <p>For Limited Liability Partnership (LLP) firm- Copy of the Certificate of Incorporation issued by the registrar of Firms Firm under the Limited Liability Partnership Act 2008</p> <p>For Society/Trust- Copy of the Act 1860 or Indian Trusts Act 1882</p>

Eligibility Criteria (Pre- Qualification Criteria) for Bidder:		
Sl.	Qualification Criteria for Bidder	Documentary Evidence Required
		<p>For Proprietorship Firms: A proprietorship firm shall produce the proof of proprietorship firm , registration certificate, license</p> <p>For Consortiums-Copy of the Deed of Consortiums with clear mention of the partner's financial obligations(maximum 2 partners)</p>
2.	The bidder must have minimum average annual turnover of 100 Crores in any three FYs during FY 2018-19 to FY 2022-2023).	The bidder should provide self-attested copies of the audited Profit & Loss Account of the company and Certificate from the Chartered Accountant (mentioning UDIN) clearly stating the total turnover for respective FYs
3.	The Bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting the components/products offered in the format given in Annexure-1	The Bidder should provide Letter of Authorization (In original) as per template provided.
4.	The Bidder will provide a signed undertaking from the Competent Authority 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 / second hand components /parts / assembly/ software were being used or would be used".	Undertaking (Annexure-2) from OEM mentioning and confirming the details as asked.
5.	The Bidder must have executed at least 500 Computer Lab/ICT Lab/Digital Classrooms/Virtual Classroom / Information Centre / Data Centre on BOO/BOOT /Turn-key basis during last 5 Financial Years.	Relevant proof (self-attested copy of Work Order/Agreement) to be submitted.
7.	The Bidder should have undertaken supplies of major IT/ICT Products for a minimum value of Rs. 50 Crores in a single order for the State Govt./ Central Govt. /PSU in India during last 05 Financial Years.	Relevant proof (self-attested copy of Work Order and Agreement) to be submitted.

Eligibility Criteria (Pre- Qualification Criteria) for Bidder:		
Sl.	Qualification Criteria for Bidder	Documentary Evidence Required
8.	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.
9.	The bidder should submit declaration in support of non blacklisting.	Provide self-declaration

Eligibility Criteria of Original Equipment Manufacturers (OEM):

Item(s)	Specific Requirements	Document Required
1.	Desktop Computer: a) The turnover of the manufacturer (OEM) of Desktop /Servers should be minimum average of rupees 1000 Cr. (One Thousand Crores) per annum during the last three financial years (FY: 2020-21, 2021-22, 2022-2023). b) Experience of more than 10 years in the manufacturing of Desktop PCs/Servers/Thin Clients. c) OEM Should not be Blacklisted /debarred from govt. /Quasi Govt. in last 5 years across the country.	a) Extracts from the audited Balance sheet and Profit & Loss, “Or” Certificate from the statutory auditor /CA Mentioning UDIN. b) OEM Declaration of experience (On OEM’s Letter Head) and supporting document related with existence of OEM. c) Self-declaration – No Blacklisting undertaking (On OEM’s letter head)

TECHNICAL QUALIFICATION

S No	Requirement	Documents Required	Maximum Marks
1	The Bidder should be a business entity and registered for supply of IT/ITES/IT Services/ Information technology products/ Education and related services/computer	For 5 years old company in the subject field = 15 Marks For every subsequent one year of experience -01 marks Maximum 25 marks	25
2	The bidder must have minimum average annual turnover of 100 Crores in any three FYs during FY 2018-19 to FY 2022-2023).	Turnover 100 Cr-15 Marks For Every subsequent 05 Crores- 1.5 marks up to maximum 30 marks	30

03	The Bidder must have executed at least 500 Computer Lab/ICT Lab/Digital Classrooms/Virtual Classroom / Information Centre / Data Centre on BOO/BOOT /Turn-key basis during last 7 Financial Years.	Work Orders of 500-600 Computer Lab/ICT Lab/Digital Classrooms/Virtual Classroom / Information Centre / Data Centre=10 marks For every subsequent 50 Labs- 02 marks up to maximum 20 Marks	20
04	The Bidder should have undertaken supplies of major IT/ICT Products for a minimum value of Rs. 50 Crores in a single order for the State Govt./ Central Govt. /PSU in India during last 07 Financial Years	Supplies of major IT/ICT Products for a value of Rs. 50 Cr to 60 Cr = 10 Marks For Every subsequent 10 Cr = 2.5 marks	25
TOTAL MARKS			100

Note for Bidders: The prospective Bidders shall be required to score minimum 70 marks to get technically qualified and for further consideration of empanelment.

5. Payment Terms and Timelines:

- a) No advance payment shall be made.
- b) Payment shall be released at the end of every month subject to satisfactory performance of the vendor.
- c) The supplier shall submit an invoice to the concerned authority of the DEPARTMENT on monthly basis for the release of payment.
- d) The bidder shall supply, install and commission hardware within 7 weeks from the issue of work order/purchase order. Proof of delivery or installation with the details like name, date of delivery, etc, legibly recorded, should be submitted to the DEPARTMENT, Patna within 15 days after the date on which the item(s) was delivered/ installed.

6. Penalty

Particulars	Penalty
Delivery of the hardware's shall be done within 7 weeks from the issue of work order.	In case of unjustified/unacceptable delay in delivery, penalty @1% of monthly cost per week subject to a maximum of 5% of the project/order value.

Repair or replacement of parts of any device shall be done within 48 hours from the date problem has been detected.	Penalty @2% of the monthly cost per week subject to a maximum of 5% of the project/order value.
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7. Dispute Resolution: -

- 7.1 The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- 7.2 All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
- 7.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- 7.3.1 **Conciliation:** - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- 7.3.2 The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
- 7.3.3 **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act 1996 with all its subsequent amendments.
- 7.3.4 All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
- 7.4 The Arbitral award shall be final and binding on both the parties.
- 7.5 Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by the Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Same as those which are otherwise explicitly provided in the contract, no payment due, or payable by the Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

8. Fraud or Corrupt Practices: -

- 8.1 The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Intent (LOI)/Work Order (WO) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, the Department may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- 8.2 Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LOI /WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI /WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Department during a period of 1(one)year from the date such Bidder is found by the Department 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.
- 8.3 For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
- 8.3.1 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project.
- 8.3.2 "**Fraudulent practice**" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- 8.3.3 "**Coercive practice**" means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.
- 8.3.4 "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by Department 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
- 8.3.5 "**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.

9. Termination & Blacklisting:

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

- a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b. If the vendor becomes bankrupt, insolvent or goes into compulsory liquidation
- c. If the vendor, in the judgement of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- d. If the vendor submits to the Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f. If the vendor fails to provide quality services as envisaged under this Agreement.
- g. Serious discrepancy and delay in the delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Department.
- h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- i. Failure to abide by any lawful directions of the Department.

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

10. Penalties: -

The Department may impose a suitable penalty on the vendor for the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

11. Termination Payments: -

These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, the Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

12. Blacklisting without termination: -

The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

13. Foreclosure with Mutual consent: -

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

14. Transition and Exit Plan:

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

- 14.1 All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- 14.2 The transition plan along with the period shall be mutually agreed between the vendor and the Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

15. RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 10000/-and processing fee of Rs. 590 /.The fees will have to be paid through online on the above mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

16. Earnest Money Deposit (EMD)

- 1. Bidders shall submit, along with their Bids, EMD of INR 10,00,000 (Ten Lakh Only) in the digital form/ Or in the form of Bank Guarantee, Demand Draft issued by any Scheduled bank.
- 2. Micro, Small and start up agencies registered for doing similar work are exempted from

payment of EMD as per government policy, subject to submission of valid registration certificate with the bid.

3. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
4. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
 - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

17. Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
 - Technical Proposal
 - Commercial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website

18. Preparation and Submission of Proposal

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 the DEPARTMENT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) The DEPARTMENT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

19. Language

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

20. Tender Opening

- I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the DEPARTMENT, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

21. Tender Validity

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

22. Tender Evaluation for responsiveness

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - A. Are not submitted in as specified in the RFP document.
 - B. Are found with suppression of details
 - C. With incomplete information, subjective, conditional offers and partial offers submitted
 - D. Submitted without the documents requested in the checklist
 - E. Have non-compliance of any of the clauses stipulated in the RFP
 - F. With lesser validity period
- II. All responsive Bids will be considered for further processing. The DEPARTMENT will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

23. Criteria for Evaluation

- Pre-Qualification evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Pre-qualification criteria. The next stage of the evaluation will be an assessment of the technical bid.
- Technical evaluation: Based on the short-listing of the pre-qualified Bidders, the Committee will proceed to a detailed evaluation of the Technical Bids of such pre-qualified Bidders in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Evaluation committee will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.
- Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
- After the technical evaluation is completed and approved, DEPARTMENT shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP. **The evaluation is entirely on QBS (Quality Based Selection) mode.**
- Please note that no conditional bid will be entertained.

24. General Evaluation Elaboration

An evaluation committee so constituted by the DEPARTMENT will evaluate the bids as per the following pattern:

- 1 Conditional bids shall be summarily rejected.
- 2 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.
- 3 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.

- 4 The bidder is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
- 5 The bidder may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- 6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

25. Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid would be rejected.
- e) Errors & Rectification: 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 there is a discrepancy between words and figures, the amount in words will prevail".
- f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

26. Award Criteria

The Contract will be awarded on the basis of empanelment. The bidder interested for supply and installation of ICT lab and Smart Classes on BOO model shall be preferred and awarded on first cum first serve basis.

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

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

28. Contract Finalization and Award

- a. The DEPARTMENT shall reserve the right to technically negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- b. The DEPARTMENT may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

29. Performance Bank Gurantee

- a. The successful bidder must furnish an unconditional and irrevocable bank guarantee / demand draft, in a format acceptable to BEPC, GoB valid for the contract term, of a value equivalent to **5% of the contract value within 21 days of award of Letter of Intent (LOI)**.
- b. Failure to submit the PBG within the time stipulated in the LOI may lead to cancellation/ withdrawal of LOI and, in such case, BEPC, GoB reserves the right to cease the EMD amount or take any such measure as may be deemed fit by Department of Education, GoB, including annulment of the bidding process.

30. Signing of Contract

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

31. Failure to Agree with the Terms and Conditions of the RFP

- i) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the DEPARTMENT may award the contract to the next best value bidder or call for new proposals from the interested bidders.

ii) In such a case, the DEPARTMENT shall invoke the PBG of the most responsive bidder

32. Annexure

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

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Form 4: Non-Blacklisting Form

Form 5: Consent to Work on approved Rate as per RFP

Form 6: Performance Bank Guarantee

Form 7: Manufacturers/OEMs Authorization Form

Form 8: Undertaking of Authenticity for IT Hardware & Software Supplies.



Form 1
Undertaking on Total Responsibility

No. Date:

To:

State Project Director,
Bihar Education Project Council
Shiksha Bhawan, Saidpur, Patna 800004

Sub: Self certificate regarding Total Responsibility.

Dear Sir,

This is to certify that we undertake total responsibility for the successful Installation with O&M of ICT Labs and Smart Classrooms at the Government Schools as per the requirements of the RFP.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:



Form 2
Particulars of the Bidder

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



Form 3
Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the DEPARTMENT

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the DEPARTMENT (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- 1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



FORM 4

SELF-DECLARATION ABOUT NON-BLACK-LISTING

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

Date : _____

To,

State Project Director,
Bihar Education Project Council
Shiksha Bhawan, Saidpur, Patna 800004

Subject: E-Tender for 'Empanelment of Vendors for Supply, Installation and Commissioning of ICT Laboratories and Smart Classrooms in Government Schools.

Tender No: _____

Sir,

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

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

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

Yours faithfully,
(Name & signature with stamp of the bidder)



Form 5
Consent to work on approved rate as per RFP
(On Company's Letter Head)

Letter No &. Date:

To:

State Project Director,
Bihar Education Project Council
Shiksha Bhawan, Saidpur, Patna
800004

Sub: Consent for empanelment in BEPC for supply, installation and commissioning of ICT labs and smart classrooms on rental basis at the government schools.

Dear Sir,

This is to certify that we have read and understood the bid document. We undertake to supply, install and commission all the hardware under ICT lab and Smart Classrooms as per the rate, terms & conditions depicted in the RFP. We undertake not to deviate from the rate, terms and conditions laid down in the aforesaid RFP.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :
Designation :
Date :
Time :
Seal :
Business Address:



Form 6
Performance Bank Guarantee

PERFORMANCE SECURITY:

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

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

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

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

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

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

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

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value>(Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.



Form-07
Manufacturers / OEMs authorization form

Date:

To:

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

Sub: *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.

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Form - 08

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)

Sub: Supply, Installation and maintenance of ICT Lab and Smart Classrooms for five years in the selected Government 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 Desktops under the above scope of work shall be original new components/parts/assembly/software only, from respective OEMs of the products and that non refurbished/duplicate/secondhand 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:

