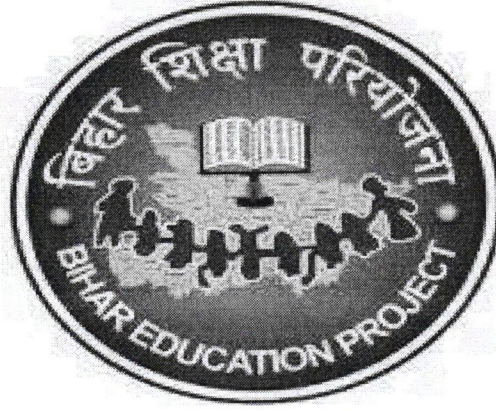


RFP Reference No. BEPC/TRP/2023/.....7311, Dated 18.11.2023



**Request for Proposal (RFP)**  
For  
**Procurement, Supply & Installation of Tablet Computers for Teachers  
Resource Package**

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

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## DISCLAIMER

1. While this Request for Proposal document ("RFP") has been prepared in good faith, neither Bihar Education Project Council (BEPC), GoB nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
2. This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct their own investigations and analysis and check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources
3. Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
4. BEPC, GoB may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. BEPC, GoB reserves the right to waive any irregularity in the proposal (RFP) and the BEPC, GoB makes it clear that the RFP is not an offer/ Agreement.
5. Neither the BEPC, GoB nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any other information supplied by the BEPC, GoB or their employees or consultants or otherwise arising in any way from the selection process for the award of the Agreement for the Project.
6. BEPC, GoB is not bound to accept any or all the Proposals. BEPC, GoB reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against the BEPC, GoB or its officers, employees, successors, or assignees for rejection of their bid. The RFP submitted by the bidder will be the property of the BEPC, GoB.

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## Glossary

Abbreviation/ Terms	Details
<b>Authorized Signatory</b>	The bidder's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BEPC</b>	Bihar Education Project Council (BEPC),
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security/ Earnest Money Deposit (EMD)</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ vendor participating in the bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Joint Secretary, Department of Education, GoB shall be the Competent Authority in this bidding document.
<b>Contract</b>	"Contract" means a legally enforceable agreement entered into between the Procuring entity and the selected bidder(s) with mutual obligations.
<b>LD</b>	Liquidated Damages
<b>Lol</b>	Letter of Intent
<b>PAN</b>	Permanent Account Number
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a goods or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer. BEPC, GoB in this BID document.
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity





<b>Service Level Agreement (SLA)</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>State Government</b>	Government of Bihar (GoB)
<b>GST</b>	Goods and Service Tax
<b>WO/ PO</b>	Work Order/ Purchase Order

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## Schedule of Events

SL#	Information	Details
1.	RFP Issuing Authority	State Project Director, Bihar Education Project Council (BEPC)
2.	RFP No. and Date of availability	BEPC/TRP/2023/7311, Dated 18.11.2023 Available for download from 22/11/ 2023, 5:00 PM onwards till 16/12/2023, 4:00 PM on e-proc-2 website
3.	Last date for submission of written queries for clarifications	27/11/2023, 5:00 pm Email: <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>
4.	Date of pre-bid conference	28/11/ 2023, 4:30 pm at <a href="https://us02web.zoom.us/j/81546272058?pwd=SlIzRzhiVHVCVTg4NFQ5MTZMMWY5UT09">https://us02web.zoom.us/j/81546272058?pwd=SlIzRzhiVHVCVTg4NFQ5MTZMMWY5UT09</a> Meeting ID: 815 4627 2058 Passcode: abc123 Virtual Mode e-mail: <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>
5.	Release of response to clarifications	30/11/2023, 5:00 PM
6.	Last date of submission of bid	16/12/2023, 4:00 PM
7.	Opening of Technical Bids	16/12/2023, 4:30 PM
8.	Opening of Financial Bids	To be intimated
9.	Submission of Hard copy & Sample (through courier or by hand)	16/12/2023, 4:00 PM
10.	Contact person for queries	The State Project Director, Bihar Education Project Council, Shiksha Bhawan, Bihar Rashtra Bhasha Parishad Campus, Saidpur - 800 004. e-mail : <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>



## 1. REQUEST FOR PROPOSAL

State Project Director, Bihar Education Project Council, Patna invites Bid on behalf of Bihar Education Project Council (BEPC) from eligible agencies. The bids comprising mandatory compliance along with technical bids and price bids shall be submitted on eproc-2 website. The Scope of Services forming part of the Assignment has been set out hereunder in this document. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP ("Evaluation Criteria") to identify the successful Bidder for the Assignment ("Successful Bidder")

### 1.1 Structure of the RFP

BEPC, GoB intends to follow a 'two stage' bid process for selection of the successful agency under LCS (Least Cost Based Selection Method)', as outlined in this RFP.

The Bidders would need to submit Pre-Qualification, Technical and Financial Proposal in the prescribed formats, within the Proposal Due Date as prescribed under the "Fact Sheet" of this RFP. BEPC, GoB would evaluate all the Submissions in accordance with the evaluation criteria set out in the RFP to select a qualified bidder.

### 1.2 Obtainability of RFP Document

RFP document can be downloaded from the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) after paying tender fee of Rs. 5000/-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.

## 2. BACKGROUND INFORMATION

Bihar Education Project Council (BEPC) is an autonomous body of Education Department, Govt. of Bihar.

Bihar Education Project Council has now been entrusted to implement the project on TURNKEY BASIS for Procurement, Supply, Installation and Warranty Support for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, for a period of 3 years..

The purpose of this RFP is to establish the Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package,.

Teacher Resource Package: Quality education has become essential in today's world as the skill set of every individual is updating as the years, in terms of technology, passes by. The competitive environment is cut-throat, and one needs to keep up! Technology has entered every aspect of our lives and preventing students and teachers to make the most of such developments is a crime. The focus is on enhanced interactivity in a classroom using Information and Communication Technologies (ICTs) on multi-media-based content



resources platform and enhanced classrooms that encourage opportunities for teaching and learning by integrating technology solutions to enable educators to develop and share content in real-time/off-line, and empower student to play an active role in learning. The Resource Pack is a practical learning tool where teachers will receive a TAB towards strengthening the teachers with ideas towards quality education in schools.

Details about the items is given in Annexure-I

### **3. INSTRUCTIONS TO BIDDERS**

#### **3.1 SUBMISSION PROCEDURE**

- a) The bidders should submit their responses as per the format given in this RFP in the following manner: Technical Proposal and 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

#### **3.2 NUMBER OF PROPOSALS**

Each Bidder must submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

#### **3.3 PROPOSAL PREPARATION COST**

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

#### **3.4 RIGHT TO ACCEPT OR REJECT**

- a) The BEPC, GoB may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or

blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

- b) Notwithstanding anything contained in this RFP, the BEPC, GoB reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- c) BEPC GoB reserves the right to reject any Proposal if, at any time, a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

### 3.5 CLARIFICATIONS

A prospective Bidder requiring any clarification on the RFP must notify the BEPC, GoB in writing to The State Project Director, Bihar Education Project Council, GoB within such date as specified in RFP Time Schedule. At its sole discretion, BEPC, GoB will upload its response to such queries on the website <https://www.bepcssa.in> – requiring specific points of clarification may communicate with the BEPC, GoB during the specific period using the following format. The queries can be submitted by email at with name of assignment as the subject, in the following format:

Bidders Request for Clarification				
Name of Organization submitting request		Name and Position of person submitting request		Details of person and organization
				Address: Tel: E-mail: Mobile:
S. No	Bidding Document Reference (Number//Page)	Content of RFP requiring Clarification	Points of Clarification Required	Suggestions (If Any)
1				
2				

### 3.6 AMENDMENTS TO RFP

At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, BEPC, GoB may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted on the website <https://www.bepcssa.in> / [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, BEPC, GoB may, at its discretion, extend the Proposal Due Date.



### **3.7 LANGUAGE AND CURRENCY**

The Proposal and all related correspondence and documents must be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language if they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. The currency for this bid is Indian Rupee. All the quotes should be in Indian Rupees only.

### **3.8 VALIDITY OF PROPOSAL**

- a) The Proposal must be valid for a period not less than 90 days from the Proposal Due Date ("Proposal Validity Period"). BEPC, GoB reserves the right to reject any Proposal that does not meet this requirement.
- b) Prior to expiry of the Proposal Validity Period, BEPC, GoB may request the Bidders to extend the period of validity for a specified additional period.
- c) The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

### **3.9 BID SECURITY**

- a) Bidders shall submit, along with their Bids, EMD of INR 300 lacs (Three Crores only) in the form of DD/Bank Guarantee issued by any Scheduled bank.
- b) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- c) Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
- d) The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between the Department of Education, GoB and the Successful Bidder.
- e) The bid security of the successful bidder will be returned to the successful bidder on the submission of the Performance Security as specified in the RFP document.
- f) The Bid Security shall be forfeited in the following cases:
  - If the Bidder withdraws its Proposal;
  - If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and



- If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

### 3.10 BIDDER'S RESPONSIBILITY

- a) The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- b) It shall be deemed that prior to the submission of Proposal, the Bidder has:
  - Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document.
  - Received all such relevant information as it has requested from the BEPC, GoB; and
  - Made a complete and careful examination of the various aspects of the Assignment.
- c) BEPC, GoB shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- d) All taxes payable to government must be paid by the service provider as per applicable norms and procedure. BEPC, GoB is nowhere liable and responsible for payment of such taxes. Only GST payment will be made by BEPC, GoB as per applicable rates on the fee quoted by the agency.

### 3.11 CORRESPONDENCE/ ENQUIRY

All correspondence/enquiries must be submitted to the following in writing by email/ fax/ registered post with **name of assignment** as the subject. The details are:

**The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur - 800 004.  
e-mail : [ssabihar@gmail.com](mailto:ssabihar@gmail.com)**

### 3.12 FORMAT AND SIGNING OF PROPOSAL

- a) Bidders must provide all the information as per this RFP and in the specified format. BEPC, GoB reserves the right to reject any Proposal that is not in the specified format.
- b) The Proposal must include submissions to be made on the respective Proposal Due Date as set out in RFP Time Schedule.

- c) The person(s) signing the Proposal must initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

### 3.13 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL

- a) The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that a written notice of the modification, substitution or withdrawal is received by BEPC, GoB **before the Proposal Due Date**. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.
- b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with outer envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- c) Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will result in **forfeiture of the Bid Security** in accordance with this RFP.

### 3.14 PROPOSAL DUE DATE

- a) Proposals must be submitted as per information provided in this RFP.
- b) BEPC, GoB at its sole discretion; accept any Proposal(s) after Proposal Due Date. Any such Proposal/s accepted shall be deemed to have been received by the Proposal Due Date.

### 3.15 TEST OF RESPONSIVENESS

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
- All responsive Bids will be considered for further processing. The BEPC 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 define in this RFP document. The decision of the Committee will be final in this regard.

- BEPC, GoB reserves the right to seek clarification or reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Department of Education, GoB in respect of such Proposal.

### **3.16 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and recommendation for the Qualified Bidders shall not be disclosed to any person not officially concerned with the process. The BEPC, GoB will treat all information submitted as part of the Proposal in confidence and will ensure that all those who have access to such material to treat it in confidence. BEPC shall not divulge any such information unless ordered to do so by any statutory authority that has the power under law to require its disclosure.

### **3.17 CLARIFICATIONS**

To assist in the process of evaluation of Proposals, BEPC, GoB may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submission made by the Bidder.

### **3.18 PROPOSAL EVALUATION**

The Qualification Submissions of the Bidders would be checked for responsiveness with the requirements of the RFP and shall be evaluated as per the Criteria set out in this RFP

### **3.19 DECLARATION OF SUCCESSFUL BIDDER**

Upon acceptance of the Proposal of the tenderer technically qualified with LCS (Least Cost Based Selection) criteria, BEPC, GoB shall declare the tenderers as the successful bidders for the Empanelment.

### **3.20 NOTIFICATIONS**

BEPC, GoB will notify the Successful Bidder by a Letter of Award (LoA) that their Proposal has been accepted.

### **3.21 BIHAR EDUCATION PROJECT COUNCIL, GOB'S RIGHT TO ACCEPT OR REJECT PROPOSAL**

- a) BEPC, GoB reserves the right to accept or reject any or all the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, without liability or any obligation for such acceptance, rejection or annulment.
- b) BEPC, GoB reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c) BEPC, GoB reserves the right to reject any Proposal if at any time:



- A material misrepresentation made at any stage in the bidding process is uncovered; or
- The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then BEPC, GoB reserves the right to:

- a. Take any such measure as may be deemed fit in the sole discretion of BEPC, GoB, including annulment of the bidding process.

### 3.22 PERFORMANCE BANK GUARANTEE (PBG)

- 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 07 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 declare the L2 bidder as the successful tenderer and proceed with the contractual process or take any such measure as may be deemed fit by Department of Education, GoB, including annulment of the bidding process.

## 4. CRITERIA FOR EVALUATION

The evaluation would consist of following :

- a) **Technical 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 Eligibility criteria.
- b) 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;
- c) After the technical evaluation is completed and approved, BEPC 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, that their Financial Proposals will be returned unopened after completing the evaluation process. BEPC shall simultaneously notify in writing to the Bidders that

have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.

d) Please note that no conditional bid will be entertained

#### 4.1 PRE-QUALIFICATION CRITERIA

Following table describe the pre-qualification criteria. A bidder participating in the bidding process shall possess the following minimum pre-qualification/ eligibility criteria. Any bidder failing to meet the stated criteria shall be summarily rejected and will not be considered for Technical Evaluation.

Sl#	Basic Requirement	Specific Requirement	Documents required
a)	General	The Bidder or its OEM incorporated in a country sharing a land boundary with India cannot participate in this bid.	Declaration by the Bidder /OEM on their letter head in this regard should submit along with the Bid.
b)	Legal Entity	The bidder must be a company registered in India under Indian Companies Act 1956/2013 and must have GST registration & up- to-date Income Tax Return, PAN Number as on 31st March, 2022 and must be having business operations in India for the last ten years as on 31st March 2022.  Note: - Consortium or subletting of any kind shall not be acceptable for this project. Any deviation would lead to disqualification or termination of the same.	- Copy of Certificate of Incorporation - Copy of GST Registration Certificate - Copy of PAN
c)	Average Turnover in system integrator	The bidder should have an average annual turnover of INR 150 Crores in last 3 audited financial years (2020-2021 & 2021-2022, 2022-2023)	- Audited Balance sheet - Certificate from CA
d)	Net worth	The company must be positive net worth in last three financial years ending with 31st March 2023 (i.e., 2020-2021 & 2021-2022, 2022-2023).	- Certificate from CA
e)	Certifications	The bidder must have valid ISO 9001 & ISO 14001 Certificate as on date of submission of this RFP.	- Copy of certificate

f)	Local Presence	The bidder should have an office in Bihar. However, if the presence is not there in the state, the bidder should give an undertaking for establishment of a project office, within one month of award of the contract.	-Relevant Documents -Supporting office addresses/ Undertaking
g)	Technical Capability	<p>The bidder must have successfully undertaken at least the following numbers of similar assignments of value specified herein: -</p> <p>One project not less than the amount ₹120,00,00,000/- (One Twenty Crores Only)</p> <p><b>OR</b></p> <p>Two projects of similar nature in system integration) not less than the amount ₹90,00,00,000/- (Ninety Crores Only)</p> <p><b>OR</b></p> <p>Three projects of similar nature in system integration, not less than the amount ₹60,00,00,000/- (Sixty Crores Only)</p> <p>“Similar Nature” is defined as: Supply, Installation &amp; Commissioning of IT Hardware i.e., Desktop/Laptop/TAB/Any other IT Equipment in Reputed Schools/Colleges/Universities/Organizations under State Govt./Central Govt./PSUs/ Autonomous body in last five years. Purchase Order (PO) should be in the name of bidder only.</p> <p>Consortium Purchase orders will not be considered.</p> <p>All the components should be included in a single PO.</p>	Copy of Work Order + Project completion/ Continuation certificate
h)	OEM Authorization	<p>The bidder must attach Manufactures Authorization certificate specific to this tender &amp; Back-to- back support letter from major OEMs for providing Comprehensive support and services covered under this RFP for 3 Years.</p> <ul style="list-style-type: none"> <li>- TAB</li> <li>- MDM (Mobile Device Management)</li> </ul>	MAF as per Annexure



i)	Blacklisting	The bidder is not blacklisted/banned at any time under any conditions by Government Department / Government Agency / PSU in India as on date of submission of bid.	A notarised affidavit in 100/- non-judicial stamp paper by authorized bid signatory.
j)	Authorized Representative from Bidder	A power of attorney / board resolution in the name of the person signing the bid.	Original Power of attorney on legal paper/ Board resolution copy

#### 4.2 Technical Evaluation Criteria

The evaluation committee will evaluate the proposals submitted by the bidders with a detailed scrutiny. During evaluation of proposals, BEPC, may, at its discretion, ask the bidders for clarification of their Proposals. Only those proposals meeting the pre-qualification criteria will be selected for technical evaluation.

The technical bid will be evaluated on the below mentioned criteria:

Sl. No.	Description	Evaluation Criteria	Criteria wise Marks	Maximum Marks
1	The bidder should have average annual turnover in last 3 financial years 2020-21, 2021-22 and 2022-23)	₹150 Cr.	10	10
2	The bidder should have Experience in execution of similar project under State or Central Government in last five years as on 31.03.2023.  <i>"Similar Nature" is defined as: Supply, Installation &amp; Commissioning of IT Hardware i.e., Desktop/Laptop /TAB/Any other IT Equipment in Reputed Schools/Colleges/ Universities/ Organizations under State Govt./ Central Govt./PSUs/ Autonomous body in last five years. Purchase Order (PO) should be in the name of bidder only. Consortium Purchase orders will not be considered.</i>	Project value up to Rs180 Cr  Project value more than Rs. 180 Cr	15  25	25

	<i>All the components should be included in a single PO.</i>			
3	The bidder should have Experience in Implementation of Project with Monitoring tools/Portal in Government Schools/Institution under State or Central Government/ Autonomous Body in last five years as on 31.03.2023.	01 project	5	15
		02 projects and above	10	
		03 projects and above	15	
4	Sample Demonstration (POC)	Quality of Sample Submission	25	25
5	Technical Presentation a) Proposed Mechanism of Monitoring of project b) Work-plan and Methodology c) Previous case studies			25
<b>Total</b>				<b>100</b>

**Note: -**

- Samples (i.e. 2 Sets consisting all accessories) shall be sealed and separately submitted by the bidder on or before bid submission date and time.
- To qualify the technical evaluation stage, the bidder must score a minimum of 75 marks.

Financial bid of those bidders who qualify in Technical proposal shall be opened. The product specifications are mentioned in detail in the **SI No. 6.1** under minimum technical specification. Please refer to the same for required sizing. Bidder should propose products in order to comply the requirement.

**4.3 Financial bid Evaluation Criteria**

- The bid with lowest Financial (L1) i.e., "lowest price quoted" in Grand total as mentioned in the Financial Bid/Commercial Table (as above) will be considered as the Successful bid i.e., Lowest Bid (L1 Bid)
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- Errors & Rectification- Arithmetical errors will be rectified on the following basis:

- i. If there is a discrepancy between the unit price and the total price of any item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. In case of multiple items, grand total price shall be corrected adding the sub- total costs of each item.
- ii. If there is a discrepancy between words and figures in respect of unit price, the amount in words will prevail.

#### **4.4 Award Criteria**

BEPC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

#### **4.5 GENERAL EVALUATION ELABORATION**

An evaluation committee so constituted by the BEPC 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 Tenderer 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 Tenderer 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.





## 5. SCOPE OF WORK

### 5.1 Brief Background

Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, in School Education aims at preparing youth to participate creatively in the Establishment, Sustenance and growth of a knowledge society leading to all round socioeconomic development of the nation and global competitiveness.

Bihar Education Project Council (BEPC) inviting proposals on **TURNKEY BASIS** from the reputed bidders towards Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package. The scope of work primarily focuses on procurement, supply, installation & commissioning of Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, for a period of 3 years. All the software and hardware required to meet the required functionalities should be supplied by the selected bidder. The scope of this project is to achieve objective interactive learning and has an expected outcome that is listed below.

1. Confidence in using technology and modern learning methods at par with global standards
2. Capacity building amongst teachers.
3. The solution will help visualize how conventional classrooms and other learning spaces can be reorganized to support changing styles of teaching and learning.

### 5.2 Installation of Equipment

Procurement, Supply and Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, hardware, operating system and application software etc. in selected schools. The Bidder shall ensure the safe delivery of the equipment up to the designated place of installation. Any transit insurance, labor, road permits etc., if required for the same, shall be arranged by the Bidder at no extra cost to BEPC.

### 5.3 Insurance

The Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, is to be fully insured against any loss or damage caused to it including theft, burglary, fire or any physical damage. The period of insurance shall be from the date of Final Acceptance Test (FAT) till the end of contract. The insurance document should be submitted to The State Project Director, Bihar Education Project Council.

Note: - In case of theft/burglary/fire or any physical damage, the bidder will have to provide replacement of the equipment with same or higher configuration within 30 working days from the date of Non-Tracing Report (NTR) received from concerned local police authority. In case of non-repairable equipment, the bidder will have to provide the replacement of the equipment with same or higher configuration within 30 working days from the logging of issue and identifying the equipment as non-repairable.

#### 5.4 Timeline

The necessary installation, & Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, should be completed within the time duration of THREE MONTHS (03) from the date of issue of Purchase Order.

#### 5.5 Warranty

All the equipment supplied under this RFP must have 3 Years warranty.

#### 5.6 Service Level Change Controls

- a) General
  - i) It is acknowledged that this Service levels may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
  - ii) A process for negotiating changes to the Service Levels
  - iii) An issue management process for documenting and resolving particularly difficult issues.
- b) Purchaser and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- c) Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change.
- d) Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues will also be addressed. The bidder's representative will maintain and distribute current copies of the Service Level document as directed by Purchaser. Additional copies of the current Service Levels will be available at all times to authorized parties.
- e) Version Control: All negotiated changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

#### 5.7 Payment Terms

Sl. No.	Project Milestone	Payment (%)	Documents Required
1	Delivery, Installation and Configuration of Equipment.	70% of the contract value	1. Original Delivery Challan 2. Original Invoice (In triplicate)
2	User Acceptance Test (UAT)	10 % of the contract value	1. Demonstration of Equipment 2. Warranty Certificate for THREE (3) Years from the date of User Acceptance Test (UAT)



3	Successful running of the devices after one year from the date of User Acceptance Test (UAT)	10 % of the contract value	1. Letter from BEPC.
3	Successful running of the devices after Two year from the date of User Acceptance Test (UAT)	5 % of the contract value	1. Letter from BEPC.
3	Successful running of the devices after Three year from the date of User Acceptance Test (UAT)	5 % of the contract value	1. Letter from BEPC.

**Additional considerations:**

1. All payments will be made in INR only.
2. No advance will be paid, or no letter of credit will be issued.
3. Any upward/downward revision of taxes (GST) shall be applicable at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.
4. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed.
5. The invoice may only be raised by the bidder if necessary, documentation supporting the acceptance of required good and related services is provided by the department in writing. These supporting evidences along with the invoice is mandatory to get the payment processed by the TIA. Payment shall be made within 30 days of the submission of invoices.
6. The payment will be subject to fulfilment of warranty obligations.

**Service Levels and Penalty Terms:**

Sl. No.	Description	Service Level	Applicable Penalty
1.	Supply and complete acceptance testing for 100% of the ordered quantity at all locations of device(s) within 75 days of issuance of LOI/ Work Order by the BEPC	75 days	No Penalty
		After 75 days & onwards	0.5 % (the value of undelivered and / or not accepted quantity) per week or part thereof, for every subsequent week.
		After 120 days	The Contract shall be terminated and the PBG shall be forfeited.

**5.8 Other General Clauses of payment to be noted**

- No advance payment shall be made to the bidder under any circumstances



- Payment will be made within 15 days of submission of invoice along with all required supporting documents.
- All payments will be made subject to TDS (Tax deduction at Source) as per the income-Tax Act, 1961 and other taxes if any as per Government of India rules.
- All tax will be calculated and paid as per prevailing rates.
- In case the bidder fails to execute the contract, BEPC shall be at a liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- All above reports and certificates are to be signed by the concerned School Teachers.

### 5.9 Dispute Resolution

- a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b) 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.
- c) 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:
  - I. 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.
  - II. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
  - III. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
  - IV. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
- d) The Arbitral award shall be final and binding on both the parties.
- e) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is

such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration

### 5.10 Termination & Blacklisting

- I. 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 First Party may give not less than 30 days written notice of termination to Second Party.
  - 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 insolvent or goes into compulsory liquidation
  - c) If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
  - d) If the vendor submits to 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 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.
- II. **Penalties:** - The Department may impose a suitable penalty of the vendor of 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
- III. **Termination Payments:** - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors 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
- IV. **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.
- V. **Foreclosure with Mutual consent:** -
  - a) Without prejudices to any provisions of this agreement, 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 endeavor 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.

**5.11 Exit Management**

- a) The bidder shall submit a systematic Exit Management Plan, Six (6) months prior to the end of the contract period.
- b) The Exit Management Plan should be discussed with BEPC & Department and finalized prior to its execution.
- c) In case of termination, the Exit Management Plan will be executed within the minimum period to transfer the knowledge till the next successor has been selected to operate the Contact Centre without affecting its services.
- d) The bidder needs to submit the following deliverables as part of the Exit Management Process.
  - ✓ Exit Management Plan
  - ✓ Updated Status of the Project with entire equipment details & User Manuals, if any
  - ✓ Knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new bidder.

**6. Bill of Quantity (BOQ)**

Sl. No.	Item Details	Offered Make & Model (to be filled in by the bidder)	UoM	Qty
1	TAB		No	161138

**Note:**

1. The bidder is responsible for Delivery, Installation, Commissioning of all the IT Components.
2. The bidder is responsible to maintain the warranty support of all IT (Hardware & Software) for a period of three years
3. All the equipment supplied under this RFP must have 3 Years warranty.



## 6.1 Minimum Technical Specifications

<b>TAB Specification</b>			
<b>OEM Eligibility Criteria: -</b>			
<ul style="list-style-type: none"> <li>● The Tablet should be made in India Product with 51% Class 1 Category.</li> <li>● Average OEM Turnover should be minimum 100 Cr for last 3 Years.</li> <li>● The OEM of Tab should have executed minimum one order of at least 10% Units of of the total bid quantity either directly or through its partner in any Central/ State Government/PSU in last 3 Financial Years.</li> <li>● OEM should have presence in India for more than 10 years.</li> <li>● Service Centre/Collection points at every district HQ across bihar State or can be opened within 30 days after award of Contract.</li> </ul>			
Sl. No.	Feature	Descriptions	Compliance (Yes/No)
1	Operating system	Android 10 or latest	
2	CPU	Up to 2GHz, Quad Core or better	
3	RAM	4 GB or more	
4	Flash Memory	64 GB or more	
5	Extended micro SD	Up to 256 GB	
6	3G	WCDMA 900/2100MHZ	
7	2G	GSM/GPRS/EDGE 850/900/1800/1900	
8	4G LTE	B3/B5/B8/B40/B41	
9	Touch panel	Capacitive touch	
10	Screen Size	8" or higher	
11	Resolution	1280x800 IPS Panel with at least 350 NIT Brightness	
12	Camera	2MP+8MP	
13	Bluetooth	BT 5.0 or higher	
14	Wireless Lan	802.11 a/b/g/n/ac	
15	Microphone	Built in	
16	Speakers	2 inbuilt stereo speakers	
17	I/O interface	1*Earphone 3.5mm	
		1*Micro SD Socket	
		1*5pin Micro USB Interface	
		1*SIM Socket	
18	Sensors	Accelerometer, GPS	
19	Battery	5100mAh or higher	
20	Warranty	1-year standard OEM Carry in warranty or 2 Years (Not more than that)	
21	Sleeve Case	Standard Sleeve Case (Optional)	
22	Certifications	ISO 9001, ISO 20000-1, ISO 14001,BIS, CE, RoHs, CB, EPR, SAR, ISO 27000, SA 8000 & EPR	

### Technical Specification Mobile Device Management (MDM)

The bidder will provide an online/offline tool for monitoring of TAB equipment's. The tool will generate monitoring reports as per the formats required by the department. There should be an inbuilt grievance redressal module to login complain & track in the application.

Sl. No.	Features	Compliance (Yes/No)
1	Capability to deploy and upgrade MDM On Premises/Cloud /Private Cloud and should have capability to allow the users to raise queries, grievances and track till it is resolved.	
2	MDM can manage app store/applications, blacklist/whitelist apps, publish custom app in real time, manage app versions; run device in restricted app mode with custom branding options. MDM must highlight the most & least used application.	
3	MDM should have capabilities to push policies and configurations on the basis of Geo Fencing, Wi fi Fencing & Time Fencing; apply combination of all 3 fences in single configuration with AND/OR relation between the fences	
4	MDM should manage website blocking on basis of website category, keywords blocking, specific URL blocking, and MDM should have website whitelisting/blacklisting capabilities with browsing and phishing protection	
5	MDM should have capability to monitor, manage and protect data on device as well as data during transfer with indigenous & should have capability to monitor the usage tracking and performance.	
6	MDM should have reporting capabilities with certain default reports and custom reporting capabilities having custom field selection based on various filters; MDM should also have report scheduling capabilities	
7	MDM should have remote management capabilities that can have regional auditable administrative visibility with restrictive roles and privileges predefined for admins; and capability for remote troubleshooting	
8	MDM will have various restrictive configurations and policies to manage devices along with the ability to view all devices on single map to track devices	

**Note: -**

- Installation, Commissioning and Warranty support of all the IT equipment for a period of 3 Years from the date of UAT.

## 7. Formats for Submission of Proposal

### 7.1 Bidder's Organisation (General Details)

(To be submitted on the Letterhead of the Bidder)

Sl. No.	Information	Details
1.	Name of Bidder	
2.	Registered Address of Bidder	
3.	Address for Communication	
4.	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
5.	Telephone no. of contact person:	
6.	Mobile no. of contact person:	
7.	Fax no. of contact person:	
8.	E-mail address of contact person:	
9.	GST Number of the Firm	
10.	PAN No. of the firm	
11.	EPF Registration No	
12.	ESIC Registration No.	
13.	Address of local office in Bihar, if any	
14.	Name and contact details of the contact person in Bihar, if any	
15.	Turnover  FY 2020-21 FY 2021-22 FY 2022-23	
16.	Net Worth	

Authorized Signatory with Date and Seal:



**7.2 Self-Declaration: Not Blacklisted**

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

**Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package -- Self Declaration for not Blacklisted**

Sir,

In response to the RFP Ref. No.: ..... for RFP titled "Selection of System Integrator for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package", as an owner/ partner/ Director of (organisation name)

\_\_\_\_\_ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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 the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:



**7.3 Bidder's Authorisation Certificate**

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

**Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package -- Bidder's Authorization Certificate**

Sir,

With reference to the RFP Enq. No.: RFP Ref. No.: ....., Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is \_\_\_\_\_ and Email id is \_\_\_\_\_. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature  
(Authorised Signatory)

Verified Signature by  
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:



#### 7.4 Acceptance of Terms & Conditions

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

***Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package - Acceptance of Terms & Conditions***

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Enq. No.: ..... regarding "Selection of System Integrator for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package,".

I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:





## 7.5 Technical Bid Cover Letter

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

**Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package - -  
Technical Bid Submission**

Sir,

We, the undersigned, offer to provide solution to BEPC, for Selection of Selection of System Integrator for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, in response to the RFP Enq. No.: .....

We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid sealed in a separate envelope.

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 the RFP Document.

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.

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:



## 7.6 Project Citation Format

<b>Relevant Project Experience</b>	
<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Date of award and date of completion	
<b>Project Details</b>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
<b>Other relevant Information</b>	
Copy of Work Order	



## 7.7 Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested to present Approach and Methodology divided into the following sections:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:






**7.8 Proposed Work Plan**

SI#	Activity	Weeks							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									
t)									
u)									
v)									
w)									
x)									
y)									
z)									

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each LOT.
2. Duration of activities shall be indicated in the form of a bar chart.

  
 JE 35







**7.11 Undertaking on Pricing of Items of Technical Response**

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

**Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package -- Undertaking on Pricing of Items of Technical Response**

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP Enq. No.: ..... ) is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:



## 7.12 Manufacturers' Authorization Form (MAF)

(To be submitted in OEM letter head)

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

**Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package - OEM Authorization Form (RFP Enq. No.: .....)**

We who are established and reputable manufacturers / producers of ..... having factories / development facilities at (address of factory / facility) do hereby authorize M/s..... (Name and address of bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of such Products:
  - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully, (Name)

(Name of Producers/Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

### 7.13 Format for Bank Guarantee for Earnest Money Deposit

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

**Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package- Format for Bank Guarantee for Earnest Money Deposit (RFP Enq. No.: .....)**

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Enq. No.:..... for Selection of System Integrator for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, (hereinafter called "the Bid") to bepc.

Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (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.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

98

40





- i) This Bank Guarantee shall be valid upto <<insert date>>)
- ii) 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



54 111

#### 7.14 Financial Bid Letter

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

**Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package - Financial Bid Letter (RFP Enq. No.: .....)**

Sir,

We, the undersigned, offer to provide the service for Selection of Selection of System Integrator for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, as per RFP Enq. No.: ..... and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> exclusive of taxes and duties.

##### 1) PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the date of opening of the Bid.

We hereby confirm that our prices do not include any taxes and duties.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

##### 2) UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

##### 3) TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/Tender document.

##### 4) QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

##### 5) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender. In case there is substantial difference between the component wise price approved

114  
42

by BEPC and the price quoted by the bidder, BEPC will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

6) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 6.7 of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, 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 hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:





**7.15 Commercial Bid**

**Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package**

SL	Particulars	Quantity	Rate per pc inclusive all	Total Amount
		(No.)	(in ₹.)	(in ₹.)
		(a)	(b)	(c = a X b)
1.	TAB Device	161138		
<b>Grand Total Cost in Words</b>				

## 7.16 Performance Security

To,

The State Project Director,  
Bihar Education Project Council,  
Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004.  
e-mail : ssabihar@gmail.com

### **Sub: RFP for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package - Performance Security (RFP Enq. No.: .....)**

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 services for Selection of System Integrator for Procurement, Supply & Installation of Tablet Computers for Teachers Resource Package, (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the agreement 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 agreement;

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 <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) 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 agreement to be performed there under or of any of the agreement 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 contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary i.e bepc. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.



2.45

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- ii) This bank guarantee shall be valid up to <<insert date>>.
- iii) 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 date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

