

RFP Reference No. BEPC/SL/2024-25/<sup>4535</sup>....., Dated 04/12/2024

**Request for Proposal (RFP) For Procurement, Supply & Installation of  
Desktop & Tablet Computers for Sinha Library, Patna**

(Through <https://eproc2.bihar.gov.in>)

Bihar Education Project Council,  
IInd & IIIrd Floor, Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna - 800 004 (Bihar)

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## Table of Contents

SCHEDULE OF BID PROCESS		5
1	REQUEST FOR PROPOSAL	6
2	BACKGROUND INFORMATION	6
3	INSTRUCTIONS TO BIDDERS	6
4	CRITERIA FOR EVALUATION	12
5	SCOPE OF WORK	15
6	PAYMENT SCHEDULE AND PENALTY	15
7	DISPUTE RESOLUTION	16
8	TERMINATION & BLACKLISTING	17
ANNEXURE 1: SCOPE OF WORK		19
ANNEXURE 2: LETTER OF SUBMISSION		22
ANNEXURE – 3: LIST OF SIMILAR WORK		23
ANNEXURE – 4: FORMAT FOR FINANCIAL PROPOSAL		24
ANNEXURE – 5: FINANCIAL BID FORMAT		25

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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.

## 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 (ESPD)</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>BSEIDC</b>	Bihar State Educational Infrastructure Development Corporation (BSEIDC)
<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. State Project Director, Bihar Education Project Council (BEPC), 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>LoI</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 Bid Process

SL	Information	Details
1	RFP Issuing Authority	State Project Director, Bihar Education Project Council (BEPC)
2	RFP No. and Date of availability	RFP Reference No. BEPC/SL/2024-25/..... <sup>4535</sup> , Dated 04/12/2024 Available for download from 05/12/2024, 11:00 AM onwards till 26/12/2024, 3:00 PM on <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
3	Last date for submission of written queries for clarifications	12/12/2024, 02:30 PM Email: <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>
4	Date of pre-bid conference	12/12/2024, 03:00 PM Virtual Mode - Link: <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 e-mail: <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>
5	Release of response to clarifications	14/12/2024, 5:00 PM
6	Last date of submission of bid	26/12/2024, 4:00 PM
7	Last date of submission of Hard copy of ESPD and Sample	26/12/2024, 4:00 PM
8	Opening of Technical Bids	26/12/2024, 4:30 PM
9	Opening of Financial Bids	To be intimated
10	Contact person for queries	State Project Director, Bihar Education Project Council (BEPC), Shiksha Bhawan, Bihar Rashtra Bhasha Parishad Campus, Saidpur - 800 004. e-mail : <a href="mailto:ssabihar@gmail.com">ssabihar@gmail.com</a>

**Note:** BEPC reserves the right to amend document for RFP, schedules, and critical dates. It is sole responsibility of bidder to check <https://eproc2.bihar.gov.in> from time to time for any updated information. No communication in writing or through e-mail or any other mode will be sent by BEPC in this regard. BEPC also reserves the right to cancel the whole tender process at any time during the bid process without assigning any reason thereof.

## 1. REQUEST FOR PROPOSAL

State Project Director, Bihar Education Project Council (BEPC), Patna invites Request for Proposal (RFP) for Procurement, Supply & Installation of Desktop & Tablet on behalf of Bihar State Educational Infrastructure Development Corporation (BSEIDC) from eligible agencies. The bids comprising mandatory compliance along with technical bids and price bids shall be submitted on <https://eproc2.bihar.gov.in> 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 Technical and Financial Proposal in the prescribed formats, within the Proposal Due Date as prescribed in 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 <https://eproc2.bihar.gov.in>

## 2. BACKGROUND INFORMATION

Bihar Education Project Council (BEPC) is an autonomous body of Education Department, Govt. of Bihar. The Selected Agency will have to supply and Installation of Desktop & tablet as per specification 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 <https://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

- I. 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.
- II. 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.
- III. 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://eproc2.bihar.gov.in> Bidders 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 [ssabihar@gmail.com](mailto:ssabihar@gmail.com) 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

*Handwritten signature*

*Handwritten signature*

			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://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

- i. 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.
- ii. 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.
- iii. The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

### 3.9 BID SECURITY

- i. Bidders shall submit, along with their Bids, EMD of INR 1,00,000/- (One Lakh only) in the form of Demand Draft/Bank Guarantee issued by any Scheduled bank. It may be also submitted through RTGS/NEFT in specified bank account of BEPC. (Bank Details: State Project Director - BEPC, A/c No. 245001000002776, IFSC Code - IOBA0002450).

 



- ii. Validity of BG (EMD) will be up to 31.01.2025.
- iii. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- iv. 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.
- v. 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 BEPC, Department of Education, GoB and the Successful Bidder.
- vi. 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.
- vii. The Bid Security shall be forfeited in the following cases:
  - a. If the Bidder withdraws its Proposal;
  - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
  - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
  - d. If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

### 3.10 BIDDER'S RESPONSIBILITY

- i. 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.
- ii. 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.
- iii. BEPC, GoB shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- iv. 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**

### **3.12 FORMAT AND SIGNING OF PROPOSAL**

- i. 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.
- ii. The Proposal must include submissions to be made on the respective Proposal Due Date as set out in RFP Time Schedule.
- iii. 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**

- i. 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.
- ii. 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.
- iii. 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**

- i. Proposals must be submitted as per information provided in this RFP.
- ii. 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.



- i. 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.
- ii. 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 selection.

### **3.20 NOTIFICATIONS**

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

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

- i. 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.
- ii. 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.
- iii. BEPC, GoB reserves the right to reject any Proposal if at any time:

 

- a. A material misrepresentation made at any stage in the bidding process is uncovered; or
- b. 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 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 1 year or 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 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:

- **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.
- 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, 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.
- Please note that no conditional bid will be entertained.

### 4.1 TECHNICAL QUALIFICATION CRITERIA

The following table describe the technical qualification criteria. A bidder participating in the bidding

process shall possess the following minimum qualification/eligibility criteria. Any bidder failing to meet the stated criteria shall be summarily rejected and will not be considered for financial Evaluation.

SI	Conditions	Documents to be submitted
1.	Bidder should be a Proprietorship / Partnership /LLP / Company registered under Indian Companies Act 1956/2013 and should be in existence from last 05 years having Global presence of its product. The Bidder should have the following Registrations: PAN Number GST Registration	Certificate of Incorporation/ Proprietorship Certificate/ Partnership Certificate/LLP Certificate. GST certificate Copy of PAN
2.	The bidder should have <b>Average Annual Turnover</b> of INR 10 (Ten) crores in any of the three financial years during FY 2018-19 to FY 2022-23.	CA Certified Turnover and Audited Financial Statements of the respective three financial years having valid UDIN No and CA membership number.
3.	Bidder must have the Single Supply Order of Desktop/Tablets/Notepad or Mobile of Rs. 25 Lakh in one year during last 3 years ending on 31.03.2024	Work Order Copy along with Either of the following documents: 1. Work Completion OR 2. Tax Invoice copy along with Form 26 AS copy.
4.	The Bidder must not have been blacklisted for fraudulent practices by any of its clients, Central Government / State Government / UT Government / Government Undertakings/ University / Educational Institutions/ Government Bodies / PSUs in India, as on the Date of submission of the bid	Self-Declaration (Refer Annexure -4)

**Note: -**

- Consortium Purchase Order will not be considered for evaluation.
- Samples (i.e. 1 set consisting of Desktop & tablets and other accessories) shall be sealed and separately submitted by the bidder on or before bid submission date and time.

**4.2 Financial Bid Evaluation Criteria**

- The rates quoted should be valid for one years.
- The Financial bids of technically qualified bidders will be opened on the prescribed date
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.

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- 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".
- If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

#### 4.3 AWARD OF CONTRACT

- a. The Authority will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid on the basis of "**Least cost based selection process**".
- b. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.
- c. BEPC, GoB shall notify the successful bidder in writing that the proposal has been accepted.
- d. An agreement shall be signed between BEPC, GoB and the selected bidder's laying down the conditions of work, payment etc.
- e. Letter of Intent award and its acceptance by the selected bidder shall constitute a legal binding between BEPC, GoB and the selected bidder till such time the contract agreement is signed.
- f. The Authority shall, however, not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.
- g. Payment will release after delivery of the product.
- h. The ESPD of unsuccessful candidate will be returned within 15 days of selection of the Agency.
- i. The clause related to the local purchase preference policy 2024 may be included.

#### 4.4 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

The Scope of Work for the agency is not limited but would include the following:

- I. The rates shall be on F.O.R to the delivery location at Patna. Details of delivery locations and officer, who will responsible to receive the materials shall be provided to the successful bidder along with the work order.
- II. Consolidated Unit Price shall be quoted in BOQ chart for all the items as indicated in the technical bid with specifications.
- III. Detailed specifications are followed in Annexure 1.
- IV. Prices shall be firm until the completion of work or supply and no enhancements of rates will be done / is permitted because of any escalation during the period of rate.
- V. BEPC, GoB reserves the right to accept or reject any or part of offers without assigning any reasons.
- VI. The supply & installation of the equipment should be done within 21 days from the date of issuance of Lol/Purchase Order. In case of any delay in delivery, penalty will be charged as per rules.
- VII. Delivery time may be extended in case of any unforeseen circumstances.
- VIII. Total quantity will be 50 Desktop & 50 Tablet Computers. The quantity of items can be increased or decreased as per our requirements.
- IX. The supply of equipment shall be carried out strictly in accordance with the terms & conditions and specifications as stipulated in the RFP.

## 6. PAYMENT SCHEDULE AND PENALTY

Payment will be released after the satisfactory receipt of material at the designated locations and certification by the concerned officer at BEPC.

If the selected bidder fails to perform services within the stipulated time schedule, the BEPC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% per week of the undelivered items.

Note:

1. Payment will be as per GFR.
2. All payment to the Agency will be made in Indian Rupees.
3. GST component shall be paid as applicable and as per actuals.
4. For facilitating Electronic Transfer of funds, the selected Agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Agency.

## 7. **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.
  - V. The Arbitral award shall be final and binding on both the parties.
  - VI. 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.

## **8. Termination & Blacklisting**

8.1 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 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) Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- h) Failure to abide by any lawful directions of the Department.

8.2 **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.

8.3 **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.

8.4 **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.

#### **8.5 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, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further:

- a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- b) The transition plan along with the period shall be mutually agreed between vendor and 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.

## Annexure 1: Scope of Work

### A. Specifications of Desktop

SI	Description	Values
1	Processor description	X86_64bit processor
2	Processor	Intel Core i5 or equivalent
3	Graphics type	Integrated
4	Processor Base frequency	3.0 Ghz base frequency or higher
5	No of cores per processor	6
6	Chipset Motherboard	Intel Q670 / ASPD Pro. Series Motherboard or OEM Chipset Motherboard
7	Cache	18MB Cache (or higher)
8	RAM size (GB)	8 GB or higher
9	Type of RAM	4400 DDR5 or higher
10	RAM expandability up to (using spare DIMM slots in GB)	Min 64 GB or higher & having Dual DDR5 DIMM slots
11	Motherboard	OEM motherboard or Intel original motherboard
12		Should have 3 independent displays via onboard ports (HDMI, DVI/DP)
13	Type of drive used to populate the internal bays	SSD
14	Storage Support	System should support up to two drives
15	Total Storage capacity	512GB M.2 NVME SSD or higher
16	LED backlit Monitor Size (inches)	Min. 21.5" (1920x1080) with integrated external FHD WebCam MIC and speakers (2x2W) in the monitor (TCO Certified and same OEM make) with integrated power supply.
17	Mouse	Wired
18	Keyboard	Wired
19	Cabinet Form factor	SFF (Not more than 10Ltrs. )
20	Expansion Slots	2x PCIe slots
21		2 M.2 slots or higher
22	Operating System (Factory preloaded)	Windows 11 Professional 64 bit (Factory Preloaded). Bid specific Microsoft authorization for factory Pre-loaded OS by the OEM. <b>License Key is to be made available in BIOS.</b>
23	OS Certifications	Operating System (Windows and Linux) and Hardware Compatibility Certifications for the quoted model will be required, which must be available in the public domain against the quoted model name. The URL of availability of such Report online must be provided

24	Power Supply	Minimum 200W with 85% or higher efficiency	
25	Ports	4x USB 3.2 Gen 1 ( Including 1 Type C)	
26		Audio Port	
27		4x USB 2.0	
28		1x HDMI	
29		1x DisplayPort/DVI	
30		1x Ethernet (RJ-45)	
31	Network interface	10/100/1000 Ethernet LAN	
32	WLAN	WiFi 6 & Bluetooth 5.0 or better	
33	Security Features	Discrete TPM 2.0	
34	Green Certification	RoHS compliant, FCC, CE, UL, Energy Star, EPEAT India Certification and TCO for monitor.	
35	Onsite OEM warranty (year)	3 years comprehensive warranty	
36	OEM ISO	OEM should have ISO 9001, ISO14001, ISO20001 & ISO 27001 Desktop & Monitor should be from same OEM	
37	Head phones	PRODUCT SPECIFICATION	3.5 mm Headset
		Microphone	Yes
		Frequency response (Hz)	20Hz - 20000Hz
		Transducer principle	Dynamic
		Nominal impedance (Ohm)	32 Ohm
		Speaker Driver Size (mm)	30
		Noise Cancelation	Yes
		Contact pressure (Newton)	1.4-1.9N
		Pick-up pattern	Unidirectional
		If wired, type of Connector	Hardwired 3.5mm stereo plug
		If Wired, type of Connection Cable	single sided coilded cable
		If Wired, Length of Cable (meter)	2.35
		Rotating Mic Left and Right	Yes

#### B. Specifications of Tablet

S.no	Parameter	Specification
1	<b>Network</b>	
	Technology	GSM / HSPA / LTE or Above
	2G bands	GSM 850 / 900 / 1800 / 1900
	3G bands	HSDPA 850 / 900 / 1700(AWS) / 1900 / 2100
	Speed	HSPA+, LTE or above
2	<b>Body</b>	
	SIM	Nano-SIM and/or e-SIM

✓

✓

3	<b>Display</b>	
	Type	TFT LCD or IPS LCD
	Size	8.5 Inches or above
	Resolution	800 x 1340 pixels or above
	NITS	300 or higher
4	<b>Platform</b>	
	OS	Andriod ® 12 or above
	CPU	Octa-core 2.0 GHz or Above
5	<b>Memory</b>	
	Card slot	microSDXC (dedicated slot) Extended upto 1 TB
	Internal	64 GB or Above , 4 GB RAM or above
6	<b>Sound</b>	
	Loudspeaker	Built in two Speakers or above
	Audio Jack	Type C or 3.5 MM jack
7	<b>Comms</b>	
	WLAN	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct
	Bluetooth	5.0 or above
	USB	Type-C Port with OTG Support
8	<b>Battery</b>	
	Type	5000 mAH or Above
9	<b>Main Camera</b>	
	Single	8 MP or above
	Video	1080p @ 30fps
10	<b>Selfie camera</b>	
	Single	2 MP or above
	Video	Yes
11	<b>Cover</b>	Included - Any protective cover
12	<b>Warranty</b>	3 Year

✓

✓

**ANNEXURE 2: LETTER OF SUBMISSION**

(On the letterhead of the bidder)

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

Sir,

**Ref: - RFP for Procurement, Supply & Installation of Desktop & Tablet for Sinha Library, Patna, Bihar.**

We have read and understood the Request for Proposal (RFP) in respect of the captioned Assignment provided to us by Department of Education.

We hereby agree and undertake as under:

- a. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
- b. This Proposal is valid till (90 days from the Proposal Due Date). RFP can be download from the website <https://eproc2.bihar.gov.in>
- c. Bidder shall submit, along with their bids, EMD of Rs. XXXXXXXX/- (Rupees XXXXXXXXXXXX only) in the form of Bank Guarantee issued by the Schedule Bank, in favor of the "State Project Director, Bihar Education Project Council.
- d. That as on the date of submission of this tender, there is no blacklisting order that bars us from working with any Government Agency / Department on account of deficiency in service.

Name of the Bidder

Date: -



Signature of Authorized Signatory



**ANNEXURE – 3: LIST OF SIMILAR WORK**

Sl	Name of Client	Location	Description of work	Value of Contract/ Work in Rs.	Duration (Start date- Completion date)
1					
2					
3					

**NOTES:**

- Each of the listed works shall be supported with the copy of work order & other documentary evidences as per the eligibility and technical evaluation criteria.
- Non-disclosure of any information in the schedule will result in disqualification of the firm

Signature of the applicant/Authorized  
Representative of Agency with Seal/Stamp





**ANNEXURE – 4: FORMAT FOR FINANCIAL PROPOSAL**

(On the letter head of the bidder)

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 Desktop & Tablet for Sinha Library, Patna, Bihar.**

Sir,

We are pleased to quote the price as below. We have reviewed all the terms and conditions of the 'Request for Proposal' and confirm that, we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP.

We further declare that, any State Government, Central Government or any other Government or Quasi Government Agency has not barred us or blacklisted from participating in any Bid.

Our Financial Quote for the for Procurement, Supply & Installation of Desktop & Tablet for Sinha Library, Patna, Bihar through BEPC, GoB Bihar, Patna is INR (in figures) XXXXXXXXXXXXX (INR XXXXXXXXXXXXX in Rupees). This amount includes all charges and taxes but is **exclusive of GST** which shall be payable at prevailing rates.

We abide by the above offer/quote and terms condition of the RFP, if the BEPC, Bihar selects us as the Selected Bidder/Agency. If our offer is accepted and if we fail to perform in the manner as specified in the RFP Document, the amount of Bid Security, as aforesaid, shall stand absolutely forfeited to the BEPC, Bihar without prejudicing the rights of the BEPC, Bihar to proceed further in any manner it deems fit. Until a formal Agreement is prepared and executed between us, this bid, together with your LOI, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid that you may receive. We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our bid is found to be nonresponsive, will be sufficient for the BEPC, Bihar to reject our bid and forfeit our bid security in full.

Sincerely,

Name

Name of the Firm/Agency

Designation and Address

Mobile and Email

Date: -



**Signature of the applicant/ Authorized Representative of Agency with Seal/Stamp**



ANNEXURE – 5: Financial Bid Format

RFP for Procurement, Supply & Installation of Desktop & Tablet for Sinha Library, Patna, Bihar

S. No	Particulars	Total Quantity	Rate per Unit	GST	Total Price Per Unit Including GST
			A	B	C = A+B
1	Desktop	50			
2.	Tablet	50			
Total					

**Note:**

- GST shall be payable at prevailing rates.
- The bidder needs to quote for all the items failing which bid is liable to be rejected.

 