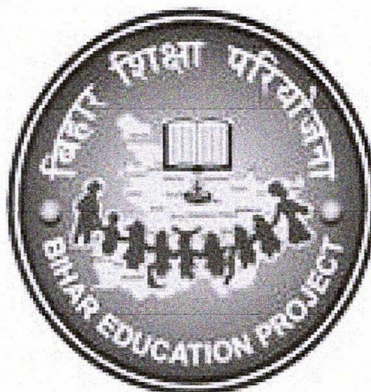
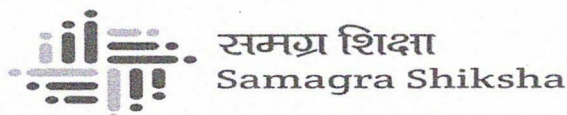


RFP Reference No: BEPC/ICT/2025-26/.....<sup>2984</sup> Dated .....<sup>04</sup>/07/2025

**REQUEST FOR PROPOSAL (RFP)**  
**for**  
**Selection of Agency/Service Provider for Supply, Installation, Commissioning and**  
**maintenance of "ICT Labs"**



*Bihar Education Project Council*  
2<sup>nd</sup>/3<sup>rd</sup> Floor, Shiksha Bhawan,  
Bihar Rashtrabhasha Parishad Campus,  
Saidpur, Patna – 800 004 (Bihar).



<b>Table of Contents</b>	
Key Events & Dates	Page 3-4
Disclaimer	Page 5-6
1.Introduction	Page 7-10
2. Instruction to the bidders	Page 9-13
3. Scope of work	Page 13.-19
4. Terms & Conditions	Page 20-24
5. Liquidated Damage / Penalty Clauses	Page 25-26
6. Force Majeure	Page 26
7. Payment Procedure & Terms	Page 27
8. Duration of the Project & Termination Clause	Page 28
9. Bid Evaluation	Page 29
10. Award of Contract /PBG Criteria	Page 35
11. Other Terms & Conditions	Page 37
12. Response Formats /Forms /Annexures	Page 39-55



**Key Events & Dates**

Sl. No.	Activity	Date
1.	RFP issuing Authority	State Project Director, Bihar Education Project Council (BEPC)
2.	Name of the Project Work	Request for Proposal (RFP) for selection of Agency/Service Provider for Supply, Installation, Commissioning and maintenance of ICT Lab
3.	Date of Publishing of e-Notice Inviting Tender	..... <sup>04</sup> ...../07/2025.
4.	Place of availability of Bid document	<a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> and <a href="https://becssa.in">https://becssa.in</a>
5.	Place of uploading of Bids	<a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
6.	Earnest Money Deposit (EMD)/Per Zone.	<b>Rs. 2,10,00,000/- (Rupees Two Crore Ten Lakhs)</b> only in the form of Bank Guarantee (BG) issued by any Nationalized /Scheduled Bank in favour of STATE PROJECT DIRECTOR - BEPC, payable at Patna. Bank Guarantee should be valid for 180 days from the date of opening of bid.
7.	Name and address of Office for Submitting EMD (in sealed envelope)	The State Project Director Bihar Education Project Council Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Saidpur – 800 004. e-mail: <a href="mailto:etenderbecp@gmail.com">etenderbecp@gmail.com</a>
8.	Nature of Bid Process	<b>Two Bid System</b> (Simultaneous receipt of separate technical and financial bids)
9.	Last date of submission of written queries by bidders for clarification on RFP	..... <sup>14</sup> ...../07/2025; 3:00 PM. e-mail: <a href="mailto:etenderbecp@gmail.com">etenderbecp@gmail.com</a>
10.	Date & Time of Pre-bid Conference	..... <sup>14</sup> ...../07/2025, 12:30 PM through online mode Google Meet joining info Video call link: <a href="https://meet.google.com/tnt-yoe-kzs">https://meet.google.com/tnt-yoe-kzs</a> e-mail: <a href="mailto:etenderbecp@gmail.com">etenderbecp@gmail.com</a>
11.	Response to pre-bid clarifications.	..... <sup>15</sup> ...../07/2025; 3:30 PM.
12.	Last date of online submission of Bid (only through <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )	..... <sup>30</sup> ...../07/2025, up to 3:00 PM.



Sl. No.	Activity	Date
13.	Last Date of submission of Original Bid Cost & EMD (in the form of DD/BG) and the financial bid formats 15(a) and 15 (b) in two different sealed envelopes in BEPC Office, Patna)	<sup>30</sup> ..... /07/2025, by 3:30 PM. or By 3:30 PM on next working day of last date of online bid submission (in case last date of submission of online bid is holiday)
14.	Validity of Proposal/Bid	180 Days.
15.	Method of Selection	<b>Least Cost Method (L1)</b>
16.	Date and time of opening of technical bid	<sup>30</sup> ..... /07/2025, By 4: 00 PM. or By 4:00 PM on next working day of last date of online bid submission (in case last date of submission of online bid is holiday)
17.	Date and time of opening of Financial Bid	Will be communicated after technical evaluation process is over.

Note: BEPC reserves the right to amend document for RFP, schedules, and critical dates. It is sole responsibility of bidder to check <https://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 any time during bid process without assigning any reason thereof.



**Disclaimer**

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

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

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

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

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



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

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

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





## **1. INTRODUCTION**

### **1.1 Basic Information:**

Bihar Education Project Council (BEPC) an autonomous body of Education Department, Govt. of Bihar, has now completed about two and half decade in implementing various education programmes in the state up to secondary/Sr secondary level.

The council has also honor of successfully implementing the Government of India sponsored ten-year Sarva Shiksha Abhiyan (SSA) as State Implementation Society (SIS) in all the 38 districts of Bihar.

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

### **1.2 Project Background:**

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

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

Development in India depends on the extent to which we can provide quality education and skill training to all our citizens especially children and youth. Relevant use of technology will help to effectively solve India’s problem of providing quality education and development of skilled human resources. ICT needs to be used to provide high quality



education, as well as holistic education to each child including children and youth with special needs and marginalized sections of the society.

BEPC has taken initiative for setting up 2086 ICT Labs under "Samagra Shiksha" during FY: 2025-26 in Govt. Schools/KGBVs. As such, altogether the BEPC wishes to set up 2086 Computer Labs/ICT Labs in all 1459 Govt. Schools and 627 KGBVs across the State.

Number of schools/KGBVs to be covered under this scheme are as follows: -

Sl No.	Type of ICT Lab	Govt. Schools	KGBVs	Total ICT Lab
1	ICT Lab @ Rs. 6.40 Lakh	835	0	835
2	ICT Lab @ Rs. 4.36 Lakh	624	535	1159
3	ICT Lab @ Rs. 2.91 Lakh	0	92	92
<b>Grand Total</b>		<b>1459</b>	<b>627</b>	<b>2086</b>

### 1.3 Objectives:

The broad objective of this effort is to take the best teaching learning resources to all, including the most disadvantaged. This would help to bridge the digital divide for students who have hitherto remained untouched by the digital revolution and have not been able to join the mainstream of the knowledge economy. The specific objectives of this activity would be as follows: -

- I. To establish an enabling environment to promote the usage of ICT especially in rural areas. Critical factors of such an enabling environment include widespread availability of Computer infrastructure, internet/Broadband connectivity, and promotion of ICT literacy.
- II. Enrichment of existing curriculum and pedagogy by employing ICT tools for teaching and learning.
- III. To enable students to acquire skills needed for the digital world for higher studies and useful employment.
- IV. To provide an effective learning environment for children with special needs through ICT tools.
- V. Promote critical thinking and analytical skills by developing self-learning skills of the learner leading to student-centric learning.
- VI. To promote the use of ICT tools in distance education, including the deployment of audiovisual medium etc.



## **2. Instructions to the Bidders**

### **2.1 General:**

- (a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- (b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BEPC based on this RFP.
- (c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BEPC. Any notification of preferred bidder status by the BEPC shall not give rise to any enforceable rights by the Bidder. The BEPC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BEPC.
- (d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- (e) **Cut-off date for all the experience will be 31st March, 2025.**

### **2.2 Compliant Tenders / Completeness of Response:**

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submission of a Bid not substantially responsive to the RFP document in every respect may result in the rejection of the Bid.

### **2.3 Pre-bid Meeting & Clarifications:**

To be scheduled as detailed in key events and dates.

### **2.4 Right to Terminate the Process:**

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



## 2.5 Availability of RFP:

- (a) RFP can be downloaded from <https://eproc2.bihar.gov.in> on or before date and time as mentioned in the 'Schedules and Critical dates table.
- (b) Bid processing fee is mandatory to be paid as required in <https://eproc2.bihar.gov.in> website.

## 2.6 Earnest Money Deposit:

- (a) The bid must be accompanied with non-interest-bearing Earnest Money Deposit **Rs. 2,10,00,000/- (Rupees Two Crore Ten Lakhs only)** only in the form of Demand Draft / Bank Guarantee (BG) issued by any Nationalized Bank / Scheduled Bank in favor of STATE PROJECT DIRECTOR - BEPC and payable at Patna and should be valid for 180 days from date of opening of bid/tender and submit at BEPC office failing which the tender will be rejected.
- (b) Scan copy of the Bank Guarantee (B.G. of EMD) shall be uploaded by the seller in the online bid and hard copy of the original copy of Bank Guarantee (BG) against bid document must be submitted in the office of the State Project Director, Bihar Education Project Council on or before last date and time of submission of Bid.
- (c) EMD of all unsuccessful bidders would be refunded by the BEPC after the selection of successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided.
- (d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- (e) The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- (f) The EMD may be forfeited:
  - i.) If a bidder withdraws its bid during the period of bid validity which is 180 days.
  - ii.) In case of a successful bidder, if the bidder fails to sign the contract or provide performance bank guarantee in accordance with this RFP.
- (g) Account Detail of BEPC (must be used if required by Bank for issuing BG)

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



(h) **EMD Exemption is not allowed.**

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

## 2.7 Submission of Responses

(a) The tender should be submitted through <https://eproc2.bihar.gov.in>. No other form of tender submission will be valid for evaluation.

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

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

(d) For all purpose, the server time displayed in the <https://eproc2.bihar.gov.in> portal shall be the time to be followed by all the users.

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

(f) The tender opening and evaluation will be done online. Any corrigendum or addendum will be published on <https://eproc2.bihar.gov.in> website only.

(g) The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the <https://eproc2.bihar.gov.in> procurement process.

(h) **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, the EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

(i) No relaxation in any eligibility criteria is applicable.

(j) All papers in technical Bid must be signed and stamped without which Bids may be summarily rejected.

V2 H



- (k) Bidders need to submit all required documents such as a certificate from a CA stating the turnover, Audited Balance Sheet and Profit Loss Accounts including all schedules etc. for last three financial years only (2021-22, 2022-23 and 2023-24), wherever it is required.
- (l) The Bidders are hereby informed to submit the financial Bid in **Financial Bid Formats Form 14 in e-procurement platform** (with heading Financial Bid/Cost of Bid & EMD on top of envelop and Name of bidder) to our office, without which the technical bid will not be considered for further evaluation.

## **2.8 Authentication of the Tenders**

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

## **2.9 Preparation and Submission of Proposal**

### **2.9.1 Proposal Preparation Costs**

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

### **2.9.2 Language**

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

### **2.9.3 Venue & Deadline for Submission of proposals**

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

### **2.9.4 Late Bids**

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



## 2.10 Period of Validity of Bid

- (a) The bid shall remain valid for 180 days or as per Terms and Condition of <https://eproc2.bihar.gov.in> portal, whichever is higher, from the date of Technical Bid opening as notified via <https://eproc2.bihar.gov.in> portal. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition. For purpose of calculation of 180 days, it is to be taken as T + 180 calendar days, where T is the date of Technical Bid Opening. Any bid valid for a shorter period shall be rejected as non- responsive.
- (b) In exceptional circumstances, BEPC may solicit bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

## 3. SCOPE OF WORK

- 3.1. Supply, Installation, Commissioning and maintenance of "ICT Labs" including On-Site Maintenance of Hardware, Software & Peripherals/Accessories of items given below in selected schools/KGBVs.
- 3.2. The Bidder is required to Supply, Install, Commission and maintain Hardware, Software & Peripherals as per the technical specifications & terms and conditions as stipulated in the RFP.
- 3.3. The bidder shall also provide one (1 day) product handling training on all the hardware and software supplied to the computer instructor deployed under this scheme as well as one government teacher from each location in consultation with BEPC at District Level.
- 3.4. Brief details of the Hardware, Software, Peripherals etc. to be supplied, installed, commissioned, and maintained on each location would be as follows: -

### 3.4.1 Capex- Non-Recurring Procurement:

#### 3.4.1.a. ICT LAB Type-1:

SL No.	Items	Quantity
1	Desktop	8
2	Printer	1
3	UPS	1
4.	Headset	8
5.	Table	8
6.	Chair	24
7.	Networking Component	1
8.	Electrification, Installation & Teacher training	1



**3.4.1.b. ICT LAB Type-2:**

SL No.	Items	Quantity
1	Desktop	6
2	Printer	1
3	UPS	6
4.	Headset	6
5.	Table	6
6.	Chair	15
7.	Networking Component	1
8.	Electrification, Installation & Teacher training	1

**3.4.1.c. ICT LAB Type-3:**

SL No.	Items	Quantity
1	Desktop	4
2	Printer	1
3	UPS	4
4	Headset	4
6	Table	4
7	Chair	12
8	Networking Component	1
9	Electrification, Installation & Teacher training	1

**3.4.2. Recurring Cost for ICT lab (All Type for One Year per Lab)**

S.NO	Components	Quantity
1	Instructor at school level	1
2	4G Internet Charges	1
3	Cartridges	1
4	A4 sheets 100 bundle Pack -70 GSM	12

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

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

**1. Desktop:**

S.NO	Parameter	Specifications
1	Processor	Minimum x86 architecture or higher 64- bit processor with minimum 4 cores with 2.2 GHz or higher base clock frequency and minimum 8 MB cache or higher.
2	Motherboard	Compatible Motherboard make from the same Desktops OEM (OEM logo must be embossed/Printed on the motherboard)
3	Memory	Minimum 8 GB, DDR4 or Higher expandable up-to minimum 32 GB.
4	Hard Disk	512 GB SSD NVMe or Higher
5	Monitor	Minimum 19.5" with Minimum resolution of 1600 x 900 or higher. Monitor must TCO and Energy Star Certified
6	Ethernet	Integrated Gigabit 10/100/1000.
7	Wi-Fi	Integrated Wi-Fi 5 and Bluetooth 4.0 or Higher



8	Mouse	USB Optical Wired Mouse
9	Keyboard	USB Wired Keyboard
10	Ports	Minimum 6 Ports or more (including minimum 2 x USB 3.1 Type A or higher and 1 x 1 USB 3.1 Type A/Type C port or higher), 1 x HDMI Port, 1 x Display Port/VGA Port 1 x RJ45 Port and 1 x Universal audio port
11	Operating System	Microsoft Windows 11 under STF (Product key should be embedded in BIOS or OEM recovery DVD or option of cloud recovery)
12	Software	MS office M 365 A3 with Microsoft Authorisation
13	Cabinet	Any Form Factor (Micro/Mini/Small/ Tower)
14	Power supply	Compatible Power Supply
15	Certifications	FCC, CE, Energy star, R0Hs, UL/MET, ISO 9001, 14001 and 27001 and Windows 11 certification for the quoted model
16	Warranty	Standard Warranty for 3 Years
17	OEM Ranking	Desktop OEM must be in top 5 in 2024 sales of PC sales in India as per IDC Report
18	OEM and Product Compliance	OEM should comply with GFR- 144(xi) (land border clause)

**2. Printer:**

Sl. No.	Parameter	Specifications
1	Print technology	Laser
2	Cartridge type	Composite/Separate Drum and Toner
3	Function	Print/Scan/Copy
4	print speed (A4):	20 ppm or higher
5	Print resolution	1200x1200 dpi or better
6	Processor	600 MHz or higher
7	Connectivity	Hi-Speed USB 2.0 or better
8	Scan type	Flat Bed
9	Scan file format	BMP; JPG; PDF; PNG
10	Memory	128 MB or Higher
11	Input tray	150-sheets or Higher
12	Output tray	100-sheets or Higher
13	Duty cycle	10,000 pages or Higher
14	Starter toner	1500 pages or higher or Higher
15	Warranty	Standard Warranty for 1 Year
15	OEM Compliance	OEM should comply with GFR- 144(xi) (land border clause)

**3. UPS: For Type-1**

SL. No.	Parameter	Specifications
1	Rating	3KVA/2700W
<b>Input</b>		
2	VOLTAGE RANGE	110VAC+5% - 300VAC+5%



3	FREQUENCY RANGE	40Hz-70Hz
4	PHASE	Single Phase with Ground
5	INPUT POWER FACTOR	$\geq 0.99$ @ Full Load
<b>Output</b>		
6	VOLTAGE RANGE	200/208/220/230/240VAC
7	AC VOLTAGE REGULATION	$\pm 1\%$ (Battery Mode)
8	FREQUENCY RANGE (Battery Mode)	50Hz+0.25Hz or 60Hz+0.3Hz
9	CURRENT CREST RATIO	3:1
10	HARMONIC DISTORTION	$\leq 2\%$ THD(Linear Load); 4% THD(Non-Linear Load)
11	OVERLOAD CAPABILITY	110% <Load<130% = 5 mints, 130% <Load<140% = 1 mint Load>140% = 1.5 Secs
<b>Transfer Time</b>		
12	AC MODE TO BATTERY MODE	Zero
13	INVERTER TO BYPASS	<4ms(Typical 2.5ms)
14	WAVEFORM (BATTERY MODE)	Pure Sine Wave
15	EFFICIENCY	90% ( AC mode) 89% ( Battery mode)
<b>Battery</b>		
16	DC VOLTAGE	72VDC
17	Battery rating	Total 3024VAH ( SMF batteries)
<b>Environment</b>		
18	OPERATING HUMIDITY	20-95% RH@ 0-40°C(Non-Condensing)
19	NOISE LEVEL	Less than 50dBA@1Meter(With Fan Speed Control)
20	LED/LCD INDICATION	LCD Indications
<b>Management</b>		
21	communication port	SMART RS-232, USB and SNMP card Slot
22	Degree of Protection	IP-20
23	SAFETY	BIS
24	Certification	ISO 9001, ISO 14001, ISO 14025, ISO/IEC 20000-1, ISO 50001, ISO 45001, IEC 60900, CE, ROHS, FCC and E-waste Certificate from CPCB, OEM should comply with GFR- 144(xi) (land border clause)
25	Additional features	<ul style="list-style-type: none"> <li>Inbuilt OVCD (Over Voltage Cut-Off Device) with Surge Protection.</li> <li>EMI/RFI Noise Filter available</li> <li>Generator compatible</li> <li>Hot Stand-by feature available.</li> </ul>
26	Warranty	2Years on UPS Machine and 1 Year on Batteries

#### 4. For Type-2 Lab and Type-3 Lab

SL. No.	Parameter	Specification
1	Capacity	1000VA
2	<b>TECHNOLOGY</b>	MOSFET-PWM
3	INPUT	Voltage Range
		140V-300VAC $\pm 5\%$
		Frequency
		50Hz $\pm 10\%$



		Input cord length	1.2-meter 3 pin Power cord
4	Output	Voltage (Batt Mode)	230V AC Nominal
		Frequency (Batt Mode)	50Hz $\pm$ 1Hz
		Waveform (Batt. Mode)	Modified Sinewave
		Transfer Time	Typical 4-8ms
		PF	0.6
		output Socket	3 Nos, Three pin Indian Sockets
5	Battery	Battery Type	SMF (Sealed Maintenance Free)
		AC Voltage Regulation (Batt. Mode)	$\pm$ 10%
		Frequency Range (Batt. Mode)	50 Hz $\pm$ 1 Hz
		DC V / AH / NOS.	12V / 7AH x 2 Batteries
		Transfer Time	Typical 4-8 ms (13 ms maximum)
		Waveform (Batt. Mode)	Simulated Sine Wave
		Recharge Time (Typ.)	6 Hrs to 90% after complete discharge
6	ENVIRONMENT:	0°-40°C, 0-90% RH Non-Condensing Noise Level <45dB	
7	Warranty	2 Years on UPS and 1 Years on Battery	
8	Degree of Protection	IP-20	
9	SAFETY	BIS	
10	Certification	ISO 9001, ISO 14001, ISO 14025, ISO/IEC 20000-1, ISO 50001, ISO 45001,ITL9000, CE, ROHS, FCC and E-waste Certificate from CPCB, OEM should comply with GFR- 144(xi) (land border clause)	
11	Feature	Boost and Buck AVR - Ultimate Voltage Stabilization.	
		Protection against Overload, Discharge/ Overcharge.	
		Auto Restart while AC is recovering.	
		Generator Compatibility Option.	
		Cold Start Function.	
		Blinking Light for charging indications.	
12	Warranty: 1 Year warranty		

**5. Headset:**

Over the ear headset with cushion and 3.5 mm jack, 1.5M cable length, 40mm or higher driver, 32 Ohm or higher speaker Impedance, 20Hz to 20 KHz frequency, 98dB sensitivity, Adjustable Mic. OEM should comply with GFR- 144(xi) (land border clause).

**6. Table:**

ISO Certified, 600 mm x 450 mm x 725 mm or better having facility for keeping PU, Monitor, Keyboard and mouse (pull tray). Material of table top and keyboard tray -- MDF board of grade SBG II of IS 12406 latest or Pre laminated particle boards (wood product) of grade II type II of IS 12823 latest

**7. Chair:**

PVC/ Melded chair without arm (ISO certified)



**8. Networking Component:**

SL. No.	Parameter	Specifications
<b>1</b>	Interfaces	1 x Gigabit Ethernet WAN port
		4 x Gigabit Ethernet LAN port
		1 x power connector
		1 x WPS button
<b>2</b>	Operation Modes	Router mode, Access Point mode and Repeater mode
<b>3</b>	Management	Should have WEB GUI Management and TR-069 client
<b>4</b>	Wireless Standard	IEEE 802.11 ac/n/g/b/a wireless LAN Standard
<b>5</b>	WAN Type	Static IP, Dynamic IP, PPPoE, PPTP and L2TP
<b>6</b>	Antenna	Should have Four external 5 dBi or higher antennas
<b>7</b>	Wi-Fi Data Rate	5 GHz up to 867 Mbps or Better
		2.4 GHz up to 300 Mbps Or Better
<b>8</b>	Advanced Features	Periodic scan of channels, automatic switch to least loaded channel
		Should have Guest Wi-Fi network
		Stateful Packet Inspection (SPI)
		WMM (Wi-Fi QoS)
		DMZ (Demilitarized Zone)
<b>9</b>	VPN	Should Support Site to site IPsec VPN tunnel
<b>10</b>	VPN Pass-Through	Should support L2TP, PPTP, IPSec
<b>11</b>	Security Protocol	WPA/WPA2-Enterprise
		WPA/WPA2-Personal
		WPA3-Personal
		WPS (Push Button Configuration)
<b>12</b>	Certifications	MTCTE, CE, ISO 9001, ISO 27001, ISO 45001, ISO 14001
		OEM should have L2 & L3 technical support (TAC) and Repair centre in India
<b>13</b>	OEM Compliance	OEM should comply with GFR- 144(xi) (land border clause)

**1. Electrification, Installation & Teacher training:**

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

The required internal electrifications with earthing for installation of all the hardware items supplied with proper network configuration as per requirement within the computer lab (ICT Lab) will be responsibility of the bidder. The bidder must ensure necessary safety provisions being taken while carrying out electrification within the lab to avoid any unforeseen event.

(Note: Average Classroom Size is approx. 500 Sq. Ft. which may vary for individual schools.)

**Note: Minimum Salary & other conditions for ICT Instructor deployment: -**

- i.) The minimum gross wages/salary and related statutory compliance of the ICT instructor shall be as per the minimum wages act applicable in the State.



- ii.) The bidder shall pay the wages/salary to ICT instructor only through the Bank A/c. Salary and the Payment details, EPF, ESI and other statutory requirements should be fulfilled by the Bidder. Bank/NEFT/RTGS statements for salary paid to ICT Instructor and Salary statement and other statutory returns for them should be furnished by the bidder as and when required by BEPC.
- iii.) The bidder shall ensure compliance with all applicable laws, local and Central, including all labour laws like ESI, EPF, Minimum Wages Act, Bihar Shops & Establishments Act, Contract Labour (Regulation and abolition) Act 1970, Payment of Bonus Act etc. and shall keep BEPC indemnified and harmless in case of any action for violation by the bidder of any of the applicable laws. For all purposes the persons deployed will be employees of the bidder and they will have no relation whatsoever with BEPC. The bidder shall be responsible to furnish all such information/documents to BEPC in this regard as may be required by it from time to time. Furthermore, the bidder shall be responsible to furnish self-attested copies of all returns/challans filed by the bidder in the office of ESI, EPF, Minimum Wages Act, Contract Labour etc. on monthly basis to the BEPC, in case, the bidder fails to submit or not willing to submit the copies of returns, BEPC shall be entitled to stop the payments till the submissions of the returns.
- iv.) ICT Instructor is allowed to take 16 leaves per year with permission of School HM. In case, an ICT Instructor is absent from the school for more than 10 days in any month, the bidder needs to arrange alternative ICT Instructor failing which a penalty of Rs. 500/- per working day would be levied on bidder for each day exceeding 10 days the ICT Instructor is absent.

### 3.5. Deliverables & Timelines: -

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

(a)	Signing of the Contract	Day 01
(b)	Installation & Commissioning of the ICT labs	Within 120 days from the signing of the Contract
(c)	Deployment of Manpower	Within 120 days from the signing of the Contract
(d)	Teacher Training	To be completed within 60 days of the Installation & Commissioning of all the ICT Labs have been completed



#### **4. TERMS & CONDITIONS**

##### **4.1 General**

- i. The successful bidder/contractor shall maintain the hardware, software, peripherals and connected accessories in proper working condition throughout the contract period.
- ii. The students/teachers shall not be charged any fee by the contractor.
- iii. The computer education will be imparted on all schools' days as per normal working hours of the school as per Govt. Orders.
- iv. The performance of the agency running the project will be reviewed on a regular basis.
- v. Bid with incomplete information OR not in accordance with instructions or without Bid Security & bid processing fees are liable to be rejected.
- vi. Competent Authority will have the right to inspect the schools of the Bidder already in operation for the purpose of verification and assessing the fulfillment of qualification criteria by the bidder.
- vii. The implementation schedule specified in the Contract shall be strictly adhered to.
- viii. No equipment shall be removed from the school premises by the selected bidder without the concurrence of the School Headmaster including for the purposes of replacement, services etc.
- ix. The ICT Lab must be available for inspection by the competent authority of BEPC/Department, anytime during the project period.
- x. Record of such events in detail must be maintained in MIS.
- xi. Number & List of schools may change before the signing of the contract at the discretion of BEPC.
- xii. The employee of the bidder will not claim any employment with BEPC/Department during or after the contract period.
- xiii. The bidder/Agency must observe all statutory compliances like Service tax, Minimum wages act etc. of Govt. of Bihar as and when applicable during the contract period.
- xiv. Any disruption in the services and cost arising from the same due to such non-compliance will be sole responsibility of the bidder/contractor.
- xv. Compliance sheet (issued by respective OEM) against each product must be submitted along with technical bid.
- xvi. The Contractor shall only use licensed versions of the software and shall be held liable for any consequent action arising out of patent/intellectual property right violations and the BEPC shall not be liable for any liabilities or damages arising thereof.

##### **4.2 Indemnity on infringement of third-party Intellectual Property Rights**

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



confidentiality rights with respect to, whether such claims arise in respect of manufacture or use. If, in any such suit claim or proceedings, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the bidder shall promptly make every reasonable effort to secure for the Authority, an authorization/ license, at no cost to the Authority, authorizing continued use of the infringing work. If the bidder is unable to secure such authorization/license within a reasonable time, the bidder shall, at its own expense and without impairing the performance standards either replace the affected content, or part, or process thereof with non-infringing work or parts or process or modify the same so that it becomes non-infringing.

- iii. Without prejudice to the aforesaid indemnity, the bidder shall be responsible for the completion of the supplies including uninterrupted use of the items/product or any part thereof to Authority and persons authorized by Authority, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
- iv. If it is found that it does infringe on patent rights, the Service Provider shall absolve Authority of any legal action.

### **4.3 Special Condition of the Contract**

#### **4.3.1. Site Preparation & Site Survey**

As per implementation plan, BEPC shall provide the necessary minimum constructed rooms/space for setting-up ICT Lab for the operation of the ICT Project. The space provided cannot be used for any purpose other than for delivering the services as mentioned in this bid document and as contracted under the Agreement.

#### **4.3.2. Acceptance Test:**

BEPC shall conduct the assessment of the sites/labs set-up by the bidders. The acceptance test of up to 10% of the schools allocated to bidder in accordance with the requirements given in scope of work shall be conducted. After successful testing by the Agency an Acceptance Test Certificate shall be issued by BEPC to the Bidder. The test will include the following:

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



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

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

*Note: The bidder must complete at least 100 Schools in one lot for acceptance test.*

#### **4.3.3. Representations and warranties:**

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



- viii. All equipment including material to be installed by the Bidder in the ICT Project shall be new and the product should not be de-supported or declared end of life within next 3 years. A certificate to that effect should be furnished from OEM. All equipment shall conform to the codes, standards, and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

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

- i. The bidder/OEM will provide a signed undertaking (**Form-15**) from the competent authority not lower than the Company Secretary of the system OEM that would certify that all the components/parts/assembly/software used in the project are original/new components/parts/software, and that no refurbished/duplicate/ second hand components /parts / assembly are being used or would be used.
- ii. To check the genuineness of the Hardware/Software supplied, the same will be randomly checked by BEPC using various utilities /measures as suggested by the Govt. of India before payment.

#### **4.3.5. Price validity and Order Allocation:**

- i. The approved rates mentioned in contract agreement are valid for a period of one year initially and extendable for a further period of one more year under mutual consent at the same terms and conditions.
- ii. BEPC reserves the right to issue work orders with mutual consent for more quantities within rates validity period.

#### **4.3.6. Exit Procedure:**

The agency must transfer all the computer systems, software and other equipment, fittings, furniture & fixtures supplied to the school to school as-is. The transfer process must be started 60 days before the actual expiration of the contract. The payment of BG is subject to the successful transfer as stated above. The manpower deployed in school/district/State for successful operation will be withdrawn by agency at the end of contract or as on when instruction received by BEPC without any objection. No payment to the agency or to any manpower employed by agency will be made by BEPC after expiration of the contract.

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



- v. Release of payment of last quarter will be subject to the report submitted by district authority / team deployed by BEPC.

#### **4.3.7. Arbitration:**



- i. All disputes, controversies, and conflicts ("Disputes") arising among the Parties or arising out of or relating to or in connection with the RFP/Scope of work or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity, or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof.
- ii. The Arbitrator shall be appointed with mutual Agreement of both the parties and the place of arbitration shall be Patna.
- iii. Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. If the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English.
- iv. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

#### **4.3.8. Office in Bihar:**

The bidder /authorized partner should have office in Bihar. In case bidder/the authorized partner has no presence in Bihar, bidder shall furnish an undertaking that an office shall be opened in Bihar, with enough personnel and inventory of spares within a month of selection as Successful Bidder.

#### **4.3.9. Binding Clause:**

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



**5. LIQUIDATED DAMAGE/PENALTY CLAUSES:****5.1. Penalty for delay in installation:**

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

<b>Duration of delay</b>	<b>Penalty for delay</b>
(a) Delay up to 30 days:	0.5% of rate quoted for Supply by the bidder per school
(b) Delay exceeding 30 days but not exceeding 60 days:	1% of rate quoted for Supply by the bidder per school
(c) Delay exceeding 60 days but not exceeding 90 days:	2% of rate quoted for Supply by the bidder per school
(d) Delay exceeding 90 days:	2.5% of rate quoted for Supply by the bidder per school
<i>Decision on whether Delay causes as stated by bidder is valid or not will be under the jurisdiction of BEPC, Education Department, Govt. of Bihar.</i>	

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

**5.2. Penalty for Non-Performance of Hardware:**

- a) Bidders need to ensure following during entire period of contract
  - i. Onsite maintenance of Equipment.
  - ii. H/W & S/W trouble shooting training for teachers/faculty members.
  - iii. Help desk services for Hardware, Software related problems.
  - iv. Installation of application software & all educational software.
- b) The bidder shall ensure repairing / replacement of all faulty material within the shortest possible time thus ensuring minimum downtime, failing which applicable penalty will be imposed.
- c) If any equipment gives continuous trouble, say six times in one month during the contract period, the bidder shall replace the computer hardware with new one without any additional cost to the purchaser.
- d) Free maintenance services shall be provided by the Bidder during the period of contract. The maximum response time for maintenance complaint from any of the destinations (i.e. time required for the maintenance engineer to report at the site and resolve the problem after the problem brought to the notice) shall not exceed 7 days.
- e) During contract period, if the complaint is not attended and resolved within 5 days (7 days in case of theft and fire), after lodging complaint for each delayed days following penalty will be deducted: -



Items/Equipment	Penalty for Non-performance
For Hardware such as Desktop, printers & UPS, Keyboard, Mouse etc.	Rs. 50.00 per week
<b>Note:</b> If bidder does not rectify the problem within the time frame, then BEPC can also rectify the problem and deduct the payment from bidder. The penalty will be recovered against from performance bank Guarantee submitted by the bidders / Quarterly Payment.	

### 5.3. Guideline(s) for complaint redressal:

Bidder/contractor must set up & ensure complaint redressal mechanism so that within 14 working days (School working days) from the date of complaint, the user's complaint gets resolved. The school will lodge the complaints to school ICT Instructor & update in the complaint register maintained at the school. The format of online/offline lodging the complaint needs to be devised in consultation with school/ BEPC in local language.

## 6. Force Majeure:

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

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



## 7. Payment Terms:

The payments arrangements under this project are as follows:

Milestones	Payment terms
1.Capex-Non Recurring Cost: Supply, Installation, Commissioning and Maintenance of ICT Lab	(a) 90% on completion of successful delivery of the supplied hardware and software and connected accessories. (b) Payments of remaining 10% of the supplied hardware and software will be paid after successful Installation and Training. (c) No advance payment shall be made.
2. Recurring Cost:	(a) Payments on quarterly basis from State/district level after receiving proper functioning certificates from each of the location/School. (b) No advance payment shall be made. *This clause will applicable from the date of contract agreement against separate PO issued to bidder as per discretion of BEPC, else this section is not valid.
<b>Important Note:</b> <ol style="list-style-type: none"> <li>Opex cost shall be paid on a quarterly basis after successful operation and maintenance as certified by the concerned school/district MIS Coordinator.</li> <li>All Payments will be subject to deduction of Income Tax, GST, etc. as prevailing / applicable at the time of payment.</li> <li>The bid may be rejected, if the quoted price is more than Non Recurring cost 6.40L for Type-1, Morethan 4.36L for Type-2 and 2.91L for Type-3 and for Recurring is above Rs 2.40 Lakhs per Annum per School.</li> <li>supply of at-least 20% quantity of materials (even single or more line item) against the purchase order will be completed and submission of bill along with delivery challan, the payment of 90% amount against that bill amount shall be released. Rest 10% amount will be paid after completion of Installation work and Verification by a Head Master/ Nodal teacher of School. Where as the payment for Recuring Cost will be paid quarterly basis.</li> </ol>	



## **8. DURATION OF THE PROJECT & TERMINATION CLAUSE**

### **8.1. Duration of the Project**

The duration of the Project period will be initially One (1) year and for the equipment supplied per the warranty mentioned in specifications (excluding the duration spent for installation of Hardware and Software). The approved rates mentioned in contract agreement are valid for a period of one year initially and extendable for a further period of one more year under mutual consent at the same terms and conditions. BEPC reserves the right to issue work orders with mutual consent for more quantities within rates validity period. In such case, duration is extended for those items until the warranty period completed.

### **8.2. Termination of the Project**

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

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

*VS*

*hr*



## 9. BID EVALUATION

### 9.1. Evaluation Procedure

(a) Initial Bid scrutiny will be done, and incomplete details as given below will be treated as non-responsive if tenders/ bids.

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist, Annexures, Undertakings and Certificates if any mentioned anywhere in RFP
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. With lesser validity period.

(b) An evaluation committee constituted by BEPC will evaluate the Technical and Price bids as per the following pattern: -

- i. 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.
- ii. 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.
- iii. The BEPC may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise as mentioned in their technical bid.
- iv. Further, the scope of the evaluation committee also covers taking of any decision regarding the RFP, execution/ implementation of the project including project period.
- v. Price (Commercial) bids of only those bidders who qualify the technical evaluation will be opened.
- vi. All other Commercial bids will be returned un-opened. The place, date, and time for the opening of the commercial bids shall be announced separately to only technically qualified bidders.
- vii. The bid with the lowest Price will be considered as the successful bid.
- viii. The Bidder shall furnish the required information to BEPC and its authorized representative on the date asked for, at no cost to the BEPC. The BEPC may at its discretion, visit the office / operational work centers / sites of the Bidder, any time before the issue of Letter of Award.



## 9.2. Evaluation Criteria

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

The following table describes 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 and non-submission of supporting documents shall be summarily rejected and will not be considered for Technical Evaluation.

Sl	Conditions	Documents to be submitted
1	<p>The Bidder should be a Company registered under Indian Companies Act/ Societies Act time to time and should be in existence from last 10 years.</p> <p>The Bidder should have the following Registrations:</p> <p>PAN Number</p> <p>GST Registration</p>	<p>a) Certificate of Incorporation/</p> <p>b) GST certificate</p> <p>c) Copy of PAN</p>
2	The bidder should have an average annual turnover of a minimum of INR 300 crores in the last three financial years. i.e. 2021-22, 2022-23 and 2023-24.	Audited Financial Statements of last three financial years.
3	<p>The net worth of the bidder in the last five financial years, (as per the last published audited balance sheet) should be positive.</p> <p>The bidder should be profitable in last five financial years (as per the last published audited balance sheet) i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24</p>	Copy of Balance Sheet and CA Certificate with 18-digit UDIN number.
4	<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 of ₹100,00,00,000/- (Rupees One hundred Crores Only)</p> <p>OR</p> <p>Two projects not less than the amount of Rs. ₹80,00,00,000/- (Rupees Eighty Crores Only)</p> <p>OR</p> <p>Three projects not less than the amount of Rs. 60,00,00,000/- (Rupees Sixty crores Only)</p> <p>Similar Experience assignments defined as:</p>	Work Order / Completion Certificate/



	Supply of ICT Lab/Computer Lab/Smart/Digital Classrooms in Government schools under Central/ State Government in last five (5) years as on bid submission date	
5	The bidder must have successfully undertaken the project pertaining to Supply in minimum 3500 ICT Lab/Computer Lab/Smart/Digital Classrooms in single project for Government schools under State or Central Government in last five (5) years as on bid submission date.	Work Order / Completion Certificate
6	The Bidder must have a valid ISO 9001 certificate.	Copy of Valid certificates in the name of Bidder.
7	The Bidder must have never 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 bid submission date.	Declaration on Non –Judicial Stamp paper of Rs 100/-
8	MAF Clause: The bidder should submit the ink signed manufacturer authorization form for Desktop, Printer, UPS, Networking Component and Microsoft Products.	-Manufacturer Authorization Form on the OEM letterhead with Ink Sign
9	<p>OEM Criteria:</p> <p><b>Desktop:</b></p> <ul style="list-style-type: none"> <li>i. OEM should be existence in India with Incorporation from last 10 years in supplies of Computer/Laptops/All in One in India.</li> <li>ii. OEM should have Branch Office and Own or Authorized Service Centers for the last 5 Years.</li> <li>iii. OEM should have supplied have supplied minimum 10000 Units in a single work order to of in last 3 years in any Government Department/PSU directly or through partners/ Integrators.</li> </ul>	<ul style="list-style-type: none"> <li>i. Copy of the factory license/COI/PAN/GST Certificate</li> <li>ii. GST Number and manpower undertaking on the letter head for Desktop</li> <li>iii. CA certification with UDIN Number on Confirmation of Supplies of Desktop and UPS</li> <li>iv. CA certificate and audited balance sheets</li> <li>v. Undertaking on Compliance of GFR 144(xi) Clause</li> </ul>



	<p>iv. OEM should have an average annual turnover of a minimum of INR 1000 crores in the last three financial years. i.e. 2021-22, 2022-23 and 2023-24 with Positive Net Worth.</p> <p>v. OEM should have centralized helpline number (Toll-Free Number) for service call login and complaint center and proper resolution process (Escalation Matrix).</p> <p><b>Printer:</b></p> <p>i. OEM should be existence in India with Incorporation from last 10 years in supplies of Computer/Laptops/All in One in India.</p> <p>ii. The OEM should have an average annual turnover of a minimum of INR 200 crores in the last three financial years. i.e. 2021-22, 2022-23 and 2023-24.</p> <p>iii. The OEM should have a single order of 2000 Nos in the last three financial years. i.e. 2021-22, 2022-23 and 2023-24. To any state government/central government/PSU either directly or via authorized partners.</p> <p>iv. OEM should have centralized helpline number (Toll-Free Number) for service call login and complaint center and proper resolution process (Escalation Matrix).</p> <p><b>UPS:</b></p> <p>i. OEM should be existence in India from last 10 years in Manufacturing and Supply of UPS in India.</p> <p>ii. OEM should have minimum turnover of 100 Cr or more from UPS Sales only and Services in India in the last three</p>	
--	--	--



	financial years. i.e. 2021-22, 2022-23 and 2023-24 with Positive Net Worth. iii. OEM should have centralized helpline number (Toll-Free Number) for service call login and complaint center and proper resolution process (Escalation Matrix).	
10	Bidder must submit the samples as per the scope of work as on before bid submission date.	All the BOQ Samples to be submitted.
11	Consortium is not allowed under this assignment	

**Note: -**

- Samples (i.e.1 Set consisting of all items) along with the associated software, shall be submitted by the bidder on or before bid submission date and time.
- Non-submission of samples will lead to disqualification of bid.

**9.2.2. Technical Evaluation Criteria**

Only those bidders who qualify in Pre-Qualification as per above will be considered for Technical Evaluation. During the process of evaluation of the Technical Proposals, the Tender Committee may seek additional information and clarifications from any or all the bidders. This clarification will be sought through email communications/request a personal visit of the authorized representatives of the bidder.

The bidder is expected to provide the clarifications or additional information within the stipulated time as indicated in the communication. If the bidder fails to provide the clarification or additional information, the information provided in the technical proposal only will be used for evaluation. Only the bidders, who score a technical score of more than 75 Marks will qualify for the evaluation in the commercial bid.

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 of minimum INR 300 Cr in last 3 financial years 2021-22, 2022-23 and 2023-24)	More than ₹ 300Cr.	5	10
		More Than ₹ 375Cr.	10	
2	The bidder must have successfully undertaken the project pertaining to	More than 3500 nos	5	15



	Supply in minimum 3500 ICT Lab/Computer Lab/Smart/Digital Classrooms in single project for Government schools under State or Central Government in last five (5) years as on bid submission date.	More than 4000 Nos	10	
		More Than 4500 Nos	15	
3.	<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 of INR 180, 00,00,000/- (Rupees One hundred and Eighty Crores Only)</p> <p>OR</p> <p>Two projects not less than the amount of INR 120,00,00,000/- (Rupees One hundred and Twenty Crores Only)</p> <p>OR</p> <p>Three projects not less than the amount of INR 90,00,00,000/- (Rupees Ninety crores Only)</p> <p>Similar Experience assignments defined as: Supply of ICT Lab/Computer Lab/Smart/Digital Classrooms in Government schools under Central/ State Government in last five (5) years as on bid submission date</p>	<p>Single project of more than 180 Cr.</p> <p>Or</p> <p>Two Projects of More Than 110Cr</p> <p>Or</p> <p>Three Projects of More Than 90Cr</p>	5	10
		<p>Cumulative of two project of more than 225 crores</p> <p>Or</p> <p>Cumulative of three project of more than 275 crores</p>	10	
4	Desktop OEM should have minimum average annual Turnover of INR 1000 Cr for the last three financial Years i.e. 2021-22, 2022-23 and 2023-24 with Positive Net Worth.	More Than 1000 Crores	5	10
		More Than 1200 Crores	10	
5	Desktop OEM should have supplied a minimum of 10000 Units of Desktop/Laptop/All in One in a single work order to of in last 3 years in any Government Department/PSU directly or through partners/ Integrators.	More Than 10000	5	10
		More Than 12000	10	
6	Printer OEM should have a minimum turnover of INR 200 Cr or more for the last three financial Years i.e. 2021-22, 2022-23 and 2023-24 with Positive Net Worth.	More than 200 Cr	5	10
		More Than 250 Cr	10	



7	Printer OEM should have a single order of 2000 Nos in the last three financial years. i.e. 2021-22, 2022-23 and 2023-24. To any state government/central government/PSU either directly or via authorized partners/ Integrators.	More than 2000	5	10
		More than 2500	10	
8	Sample Demonstration (POC) Demo of the samples of all items to be submitted and Agency/ Firm will be invited for the demonstration also.	Quality of Sample Submission		25
Total				100

**Note:**

Only those bidders who secure a minimum of 75 marks in the technical evaluation and whose submitted samples are fully accepted (100%) shall be considered qualified and considered for further evolution.

**9.2.3. Financial Bid Evaluation:**

- The Bidders qualified in Pre-Qualification and Technical Qualification are considered for this stage.
- The Financial bids of 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.
- 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".
- Bidders will quote item wise rates (all items) in BOQ, if there is no price quoted for any item/items/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.
- Lowest Cost Based Selection (L1) Method shall be used to select the bidder.
- BEPC reserves the right to split the work on L1 rate in between L1 & L2 at 60 :40 ratio or L1, L2 & L3 at 40 :35:25 ratio.

**10. AWARD OF CONTRACT:****10.1 Award Criteria**

- 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 LCS evaluation.
- 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 approved rates mentioned in contract agreement are valid for a period of one year initially and extendable for a further period of one more year under mutual consent at the same terms and conditions
- g. BEPC reserves the right to issue work orders with mutual consent for more quantities within rates validity period.
- h. The EMD of unsuccessful bidder will be returned within 15 days of selection of the Agency. While work Awardee's will be returned within 15 days after Performance Bank Guarantee Submission and Verification.
- i. The clause related to the local purchase preference policy 2024 may be included.

#### **10.2 Performance Bank Guarantee:**

- a. 5% as Performance Bank Guarantee (PBG) of the total bid/contract value will have to be deposited in form of Bank Guarantee/Demand Draft in favour of STATE PROJECT DIRECTOR - BEPC, Payable at Patna, by the lowest evaluated responsive bidder before award of work. The performance security will be refunded only after the expiry of Guarantee/Warranty/Maintenance period as specified in the bid-document/agreement.
- b. In case, the Performance Security is submitted in form of Bank Guarantee, the same will be verified in consonance with the provisions made under GFR and CVC Guidelines.
- c. The performance security deposit shall be forfeited in case any terms and conditions of the contract/agreement are infringed or the bidder fails to complete the work in time.





## 11. OTHER TERMS AND CONDITIONS

### A. UNETHICAL BEHAVIOR

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

### B. CORRUPT AND FRAUDULENT PRACTICES

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



be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the BEPC in relation to any matter concerning the Project;

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

C. GUIDELINES ON GIFTS AND HOSPITALITY

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

D. CONFLICT OF INTEREST

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

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

**State Project Director,**  
Bihar Education Project Council,  
Shiksha Bhawan, 2<sup>nd</sup> Floor,  
Bihar Rashtra Bhasha Parishad Parisar  
Saidpur, Patna – 800 004.  
(Purchaser)



**Form 1: Letter of Proposal**

To,

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

Subject: Supply, Installation, Commissioning and maintenance of "ICT Labs" in Govt. Schools/KGBVs of Bihar

Dear Sir/Madam,

We, the undersigned, offer to provide < Hardware supply & related services > to the BEPC on with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal which includes this technical bid and the Financial Bid online through website <https://eproc2.bihar.gov.in> . We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in RFP. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: \_\_\_\_\_ Date: \_\_\_\_\_







**Form 2: Manufacturers / OEMs authorization form**

Date:

To:

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

*OEM Authorization Letter*

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

Dear Sir,

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

Yours faithfully,

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

Ink Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_ - \_\_\_\_\_

Date: \_\_\_\_\_

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be ink signed by a person competent of the manufacturer.







**Form 3: Performance Bank Guarantee Format**

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

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

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

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

NOW THIS GUARANTEE WITNESSED: -

**1. If the Bidder**

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

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

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

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the State Project Director, Bihar Education Project Council (BEPC), Patna notwithstanding any objection or dispute that may exist or arise between the State Project Director, Bihar Education Project Council (BEPC), Patna, and the Bidder or any other person.
3. The demand of the State Project Director, Bihar Education Project Council (BEPC), Patna on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the State Project Director, Bihar Education Project Council (BEPC), Patna and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs \_\_ Lakhs (\_\_\_\_ Lakhs).



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

Dated ..... this ..... day ..... Yours faithfully,

For and on behalf of the ..... Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

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





**Form 4: Self-declaration – No Blacklisting undertaking**  
(On bidder's letter head)

To,

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

In response to the Tender/RFP Reference No: MIS/SS/...../.....dated \_\_\_\_\_ for establishment of ICT Lab which includes 'Supply, Installation, Commissioning and maintenance of "ICT Labs" in Govt. Schools/KGBVs of Bihar, as an Owner/ Partner/Director of \_\_\_\_\_, I/We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

✓2

M



**Form 5: Power of Attorney**  
(On bidder's letter head)

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

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory:

Seal of the Organization:

Date :







**Form 6: Cover Letter**

To,

**State Project Director,**

Bihar Education Project Council (BEPC)

Shiksha Bhawan, Saidpur -800 004. (BIHAR)

Subject: Supply, Installation, Commissioning and maintenance of "ICT Labs" in Govt. Schools/KGBVs of Bihar

Dear Sir/Madam,

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:





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

(Including services mentioned in the tender)

(On bidder's letter head)

✓

✓



**Form 8: Bidder Profile (On bidder's letter head)**

Sr. No.	Details	
1	Name of the Firm	
2	Registered Office address Telephone Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number e-mail	
5	Is the firm a registered company? If yes, submit Documentary proof. Year and Place of the establishment of the Company	
6	Former name of the company, if any.	
7	Is the firm <ul style="list-style-type: none"> <li>● Government/ Public Sector Undertaking propriety firm</li> <li>● Partnership firm (if yes, give partnership deed)</li> <li>● Limited company or limited corporation</li> </ul>	
8	Is the firm registered under Labor Laws Contract Act? If yes, submit valid registration certificate.	
9	Number of Offices / Project Locations	
10	Do you have a local representation /office in Bihar? If so, please give the address and the details of staff, infrastructure etc. no. of years of operation of the local office.	
11	Please give details of Key Technical and Administrative staff who will be involved in this project, their role in the project, their Qualifications & experience and the certification attained (documentary proof to be submitted)	
12	Is your organization has SEI - CMM / ISO 9001 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
13	List the major clients with whom your organization has been/ is currently associated.	
14	Relevant Documents and Undertakings as per RFP	

✓

W



**Form 9: Bidders' Experience**

(On bidder's letter head)

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

V2

M



**Form 10: Financial Information Summary**

(On bidder's letter head)

**Turnover:**

S.N.	Name of the bidder	Turn Over (Rs. Cr.)			Total (Three Years)	Average (Three Years)
		2021-22	2022-23	2023-24		

**Net worth:**

S.N.	Name of the bidder	Net Worth (Rs. Cr.)			Total (Three Years)	Average (Three Years)
		2021-22	2022-23	2023-24		

*Handwritten signature*

*Handwritten signature*



**Form 11: Describing the technical competence and experience of the bidder**

(On bidder's letter head)

✓

M



**Form 12: Reference list of major clients (Similar Project)**

(On bidder's letter head)

V2

W



**Form 13: Financial Bid**

(To be submitted Online and as per <https://eproc2.bihar.gov.in> format)

The Bidders are hereby informed to submit the financial proposal online as per option available in <https://eproc2.bihar.gov.in> portal under offer price-

"RFP for Supply, Installation, Commissioning and maintenance of "ICT Labs" in Govt. Schools/KGBVs of Bihar (Lumpsum cost of Service in Totality)" - .....

*(Please ignore unit price as mentioned in the <https://eproc2.bihar.gov.in> portal)*

*This amount must be equal to the Grand Total Amount (Part 1+ Part II) i.e. Capex and Opex costs as mentioned under Form 14: Financial Bid.*

V2

h



**Form 14: Financial Bid Summary**(To be submitted Online and as per <https://eproc2.bihar.gov.in> format)

Name of the Work : Supply, Installation, Commissioning and maintenance of "ICT Labs" in Govt. Schools/KGBVs of Bihar

Name of the bidder: .....

**Financial Quote as per BOQ in Annexure-1 to supply and installation of ICT Labs:**

<b>1. Capex - Non-Recurring Cost:</b>						
S. No	Particulars	Total Quantity	Rate per Lab	GST	Total Price Per Lab Including GST	Total Price
		1	2	3	4 = 2+3	5= 4X1
1.	Supply and Installation of ICT Lab-Type-1	835				
2.	Supply and Installation of ICT Lab-Type-2	1159				
3.	Supply and Installation of ICT Lab-Type-3	92				
<b>Total Capex - Non-Recurring Cost (a)</b>						
<b>2. Opex -Recurring Cost per Year</b>						
1.	Recurring Cost for ICT Lab					
<b>Total Opex -Recurring Cost per Year (b)</b>						
<b>Grand Total (c= a+b)</b>						

**Note:**

- GST shall be payable at the prevailing rates.
- The bidder must quote for all items; failure to do so will result in bid rejection.
- The **L1 Bidder** of this RFP will be determined based on the *overall lowest cost (L1)* quoted under the **Capex – Non-Recurring Cost and Opex -Recurring Cost per Year** sections.
- The **Opex – Recurring Cost** is will be considered for issuance of a separate work order, depending upon the readiness of the labs and budget availability under the scheme. The decision to proceed lies at the **discretion of BEPC**.



**Form 15: Undertaking of Authenticity for IT Hardware and Software Supplies**

(On bidder's letter head)

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

**Sub: Supply, Installation, Commissioning and maintenance of "ICT Labs" in Govt. Schools/KGBVs of Bihar**

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

Sir,

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

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

we hereby undertaking that we are providing the certificate from our OEM supplier in support of above undertaking at the time of bid submission. It will be our responsibility to produce such letters from our OEM suppliers at the time of Bid submission.

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

Authorized Signatory

Name:

Designation:

Place:

Date:





**Form 16: Undertaking regarding sharing of land border with India**

(On bidder's and OEM's letter head)

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

**"In reference to the rule 144(xi) of the GFR-2017 on land boarder sharing".**

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

I/We, <bidder name (supplier/service provider/Consortium/JV)> having registered office at ....., We do hereby undertake that "We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country, or our beneficial owner/supplier/service provider is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Yours faithfully,

For and on behalf of <bidder (supplier/service provider)>,

Authorized Signatory

Name:

Designation:

Place:

Date:

