

RFP for Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres

## **Request for Proposal (RFP)**

**for**

### **Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres**

**NIT No.: 27/2014-15**



**BSEIDC**

### **Bihar State Educational Infrastructure Development Corporation Limited**

(A Government of Bihar undertaking)

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Path, Saidpur, Patna-800004, Ph.- 0612-2660850, Fax-0612- 2660256, E-mail :  
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## Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, 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 Authority 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 Authority in relation to the 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 Authority, its employees or advisers 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 Authority and/or any of its consultant] 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 Authority and/or its consultant, in this RFP], then the same shall not in any manner bind/make liable the Authority and/or its consultant, 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, 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 Authority 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 Authority 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 Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Services and the Authority 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

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associated with any demonstrations or presentations which may be required by the Authority 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 Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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**Key events and dates**

S. No.	Particular	Details
(i)	Period of sale of Bid documents(Download)	<b>21<sup>st</sup> Oct. 2014 to 20<sup>th</sup> Nov. 2014</b> upto 15:00 Hours on website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
(ii)	Time, Date & Place of Pre-Bid Meeting	<b>06<sup>th</sup> Nov. 2014</b> ; at 15:30 HOURS in the office of MD, BSEIDC, Patna
(iii)	Last Date & Time for receipt(upload) of Bids	<b>21<sup>st</sup> Nov. 2014</b> ; up to 15:00 HOURS on website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
(iv)	Date & Time of Opening Technical Bids	<b>24<sup>th</sup> Nov. 2014</b> ; at 15:30 HOURS on website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
(v)	Last Date of Submission of Queries	<b>06<sup>th</sup> Nov. 2014</b> ; up to 14:00 HOURS through e-mail <a href="mailto:bseidc@gmail.com">bseidc@gmail.com</a>

## 1. Fact sheet

Clause Reference	Topic
Section 3.7.3	The method of selection is: <b>Least Cost based selection</b>
Section 3.5.2	<p>RFP can be downloaded from the following website on or before date and time as mentioned in the 'Key events and dates' table</p> <p><b><i>www.eproc.bihar.gov.in</i></b></p> <p>The bidders are required to submit the cost of tender Form fee is Rs. 20,000/- (Rupees Twenty Thousand only) which is non-refundable. This fee shall be paid in form of demand draft of any nationalized bank located in India, payable at Patna, drawn in favour of "Bihar State Educational Infrastructure Development Corporation Ltd." before 24<sup>th</sup> Nov 2014 up to 3 PM &amp; submit at Corporation office failing which the tender will be rejected.</p> <p>Beltron Bid processing fee of Rs. 1124 is mandatory to be paid through online mode i.e internet payment gateway(credit/Debit card) net banking, NEFT/ RTGS.</p>
Section 3.5.3	Earnest Money Deposit of <b>amount Rs. 10,00,000/- (Rupees Ten Lakhs only)</b> by Demand Draft in favour of 'Bihar State Educational Infrastructure Development Corporation Ltd.' and payable at Patna from any of the nationalized bank before 24 <sup>th</sup> Nov 2014 up to 3 PM & submit at corporation office failing which the tender will be rejected.
Section 3.12	Procurement is for services linked to "Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centers"
Section 3.3	<p>A pre-Bid meeting will be held on date, time specified here at the following venue :</p> <p>The Managing Director</p> <p>Bihar State Educational Infrastructure Development Corporation Ltd. Shiksha Bhawan. Bihar Rajbhasha Parishad Campus Acharya Shiv Pujan Sahay Path, Patna, Bihar –Pin Code-800004</p> <p>Clarifications/ queries may be submitted on or before the date mentioned in 'Key events and dates' table</p>
Section 3.6.2	Proposals should be submitted only in the following language: English
Section 3.6.7	Proposals must remain valid 60 days after the submission date
Section 3.5.4	<p>Bidders must submit/upload the documents as per the terms and conditions of the RFP in the following website:</p> <p><b><i>www.eproc.bihar.gov.in</i></b></p>

## 2. Background information

### 2.1. Basic information:

- a) Government of Bihar invites responses (“Tenders”) to this Request for Proposal (“RFP”) from Original Equipment Manufacturer (OEM) agencies/authorized partners (“Bidders”) for the provision of Information and Communication Technology Hardware as described in the section 3.12 of this RFP (“Scope of Work”). Bihar State Educational Infrastructure Development Corporation Limited (BSEIDC) is the Nodal Agency for this government procurement competition (the “Nodal Agency”)
- b) Any contract that may result from this RFP Process will be issued for a term of 5 years (the “Term”) which would include the hardware supply, warranty and maintenance support.

### 2.2. Project background:

The state of Bihar has close to 70,000 elementary schools, teaching about 20 million children. The state has a total of about 343,000 teachers out of which nearly 257,000 are contract teachers that have been hired by the Panchayats (local bodies at the village level) – a significant number of which are not trained. The state needs to hire another 205,000 teachers to meet Right to Education (RTE) norms. Recognizing the importance of teacher quality, the Government of Bihar (GoB) has embarked on a major reform in the area of teacher development and management, continuous professional development and social accountability.

Given the challenge of a huge cadre of untrained teachers in the state, and taking lessons from the earlier initiatives, Govt. of Bihar now wishes to address this issue through a professionally delivered distance education program for pre-service teacher education that would use Information and Communication Technology (ICT) resources substantively and integrally.

Govt. of Bihar intends to create/ramp up ‘Teacher Education’ institution capacity and also roll out ICT platform as a tool to achieve professional development and management of the teachers.

The ICT is seen as both a tool to help the trainers reach, support and monitor the large student teacher base as well as act as an instrument to directly support teaching and learning. Although the needs of training and certifying the huge backlog of untrained teachers driving the system design, it is also envisaged to meet the long-term objective of GoB, by building a robust and sustainable system for teacher professional development in the state. It is proposed that the system shall not only be used for delivery of teacher education and certification, but also a growing range of other pre-service programmes and continuing professional development (CPD) activities.

Presently teacher education program in the state of Bihar is under the aegis of State Council of Educational Research and Training (SCERT), Department of Education, GoB. SCERT through various centres such as District Institute of Education and Training (DIET), Primary Teacher Education College (PTEC), Block Resource Centre (BRC) and Cluster Resource Centre (CRC) implements teacher education programmes.

As a part of this initiative, it is envisaged to set up ICT labs/study centres in approximately 1200 centres spread across the state. Govt. of Bihar intends to roll out this in phases with the first phase comprising of setting up of ICT labs/study centres in 250 locations within the state.



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Govt. of Bihar proposes to select a vendor to supply, install and maintain ICT hardware's at identified Teacher Education centre at various locations in the state.

### 3. Instructions to the Bidders

#### 3.1.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 BSEIDC on the basis of 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 BSEIDC. Any notification of preferred bidder status by the BSEIDC shall not give rise to any enforceable rights by the Bidder. The BSEIDC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BSEIDC.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### 3.2.Compliant Tenders / Completeness of Response:

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Tender / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Tender non-compliant and the Tender may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all supporting documentations specified in this RFP

#### 3.3.Pre-bid Meeting & Clarifications:

- a) BSEIDC shall hold a pre-bid meeting with the prospective bidders on date and time as mentioned in 'Key events and dates' table and will be held at

**Bihar State Educational Infrastructure Development Corporation Ltd.  
Shiksha Bhawan. Bihar Rajbhasha Parishad Campus  
Acharya Shiv Pujan Sahay Path,  
Patna, Bihar –Pin Code-800004**

- b) The Bidders will have to ensure that their queries on this RFP should reach to the Authorised Officer by post, facsimile or email on or before date and time mentioned in the 'Key events and dates' table. The contact details of the Authorised Officer are given below:

**The Managing Director**

**Bihar State Educational Infrastructure Development Corporation Ltd.  
Shiksha Bhawan. Bihar Rajbhasha Parishad Campus  
Acharya Shiv Pujan Sahay Path,  
Patna, Bihar –Pin Code-800004**

- c) The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1			
2			
3			
4			
5			

- d) BSEIDC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications/queries post the date and time mentioned in the 'Key events and dates' table will not be entertained by the BSEIDC.

### 3.4. Responses to Pre-Bid Queries and Issue of Corrigendum:

- The Authorised Officer notified by the BSEIDC will endeavour to provide timely response to all queries. However BSEIDC makes no representation or warranty as to the completeness or accuracy of any response made in good faith
- At any time prior to the last date for receipt of bids, BSEIDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) or [www.bseidc.in](http://www.bseidc.in)
- Any such corrigendum shall be deemed to be incorporated into this RFP.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BSEIDC may, at its discretion, extend the last date for the receipt of Proposals.

### 3.5. Key Requirements of the Bid:

#### 3.5.1 Right to Terminate the Process:

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

#### 3.5.2 RFP Document Fees

- RFP document can be downloaded at the website provided in the Fact sheet. A non-refundable bank demand draft of Rs. 20,000/- drawn in favour of 'Bihar State Educational Infrastructure Development Corporation Ltd.', payable at Patna from any of the nationalized Banks should be submitted at corporation office before 24<sup>th</sup> Nov 2014 up to 3 PM.

### 3.5.3 Earnest Money Deposit (EMD)

- a) Bidders shall submit, EMD of Rs. 10,00,000/- (Rupees Ten Lakhs only), in the form of a Demand Draft issued by any nationalized bank in favour of 'Bihar State Educational Infrastructure Development Corporation Ltd., payable at Patna, and should be valid for 6 months from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by BSEIDC within 1 month of the selection of successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure I: Form 4
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The Tender / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - i. If a bidder withdraws its bid during the period of bid validity
  - 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.

### 3.5.4 Submission of Responses

- a) The tender should be submitted through e-Tendering / e-Procurement website **[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)** only. 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 shall submit its bid/tender on e-Procurement platform at **[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)**.
- d) The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies or they may contact on our e-Procurement help desk.
- e) For User-id they have to get registered themselves on e-procurement website **[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)** and submit their bids online on the same. Offline or in-person bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- f) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents on the e-Procurement web site. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
- g) The tender opening and evaluation will be done online. Any corrigendum or addendum will be published on the e-Tendering/e-Procurement website only.
- h) For support related to e-tendering process, bidders may contact at following address **"eProcurement HELP DESK, First Floor, M/22, Bank Of India Building, Road No 25, Sri Krishna Nagar, Patna, Bihar, Pin-800001, Phone No: 0612-2523006, Mob- 7542028164"** or may visit the link "Vendor Info" at **[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)**.

### 3.5.5 Authentication of the Tenders

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

### **3.6. Preparation and Submission of Proposal**

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

#### **3.6.2 Language**

- a) 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.

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

- a) 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 fact sheet (Section 1: Fact Sheet)

#### **3.6.4 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) BSEIDC shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

#### **3.6.5 Evaluation process**

- a) BSEIDC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b) The Proposal Evaluation Committee constituted by the BSEIDC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### 3.6.6 Tender Opening

- a) The Proposals submitted up to time and date mentioned in 'Key events and dates' table will be opened online on 'Key events and dates' table or as per corrigendum.

### 3.6.7 Tender Validity

- a) The offer submitted by the Bidders should be valid for minimum period of 60 days from the date of submission of Tender.

### 3.6.8 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Tenders/ Proposals;
- 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
  - vi. Have non-compliance of any of the clauses stipulated in the RFP
  - vii. With lesser validity period
- b) All responsive Bids will be considered for further processing as below.
- i. BSEIDC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

## 3.7.Criteria for Evaluation

### 3.7.1 Eligibility / Technical Criteria

S. No.	Basic Requirement	Specific Requirement	Documents Required
1	Eligibility	Government of Bihar invites responses("Tenders") to This Request for Proposal("RFP") from Original Equipment Manufacturer (OEM) agencies/ authorised Partners/firm/company registered/incorporated in India under the Companies Act,1956 , Trust Act or registered in India under the society Registered Act ,1860 for the Provision of Information and communication Technology Hardware as described in the section 3.12 of this RFP("Scope of Work"). BSEIDC is the Nodal Agency for this government procurement competition(the "Nodal Agency").	A Self Certified letter by an authorized signatory

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2	Sales Turnover in Hardware Sales & Maintenance services	a) Annual Turnover during each of the last three financial years (as per the last published Balance sheets), should have a minimum of <b>Rs. 30 crores</b> that is generated from Hardware supply and their associated maintenance services, packaged software etc. The bidder must have positive net worth for the last three financial years(2011-12, 2012-13, 2013-14)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3	Letter of authorization from OEMs	a. The bidder should possess letter of authorization from the OEMs of all the components that are being supplied and installed.	Letter of authorization; as per template provided
4	Technical Capability	<p>a. The bidder must have successfully undertaken at least the following numbers of systems implementation/ hardware supply/ICT components supply engagement(s) in the last three years(2011-12, 2012-13, 2013-14) of value specified herein:</p> <p>i. One project of similar nature not less than the amount equal to <b>Rs. 4.80 crores</b>; OR</p> <p>ii. Two projects of similar nature not less than the amount equal to <b>Rs. 3.60 crores</b> ; OR</p> <p>iii. Three projects of similar nature not less than the amount equal <b>Rs. 2.40 crores</b></p> <p>b. The bidder must have successfully undertaken similar nature of work in Government organisation (State/ Center/PSU/ Govt Institution(School /College/ University)</p>	<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
5	Local Service Centres	The bidder should have office in Patna with fully functional support centre. The bidder should have technical manpower with experience to provide service at all the locations for support under this contract.	A Self Certified letter by an authorized signatory
6	Blacklisting	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of tender due date must be uploaded.	A Self Certified letter by an authorized signatory

### 3.7.2 Technical Qualification Criteria

- a) Bidders who meet the Technical/ Eligibility requirements would be considered as qualified to move to the Next stage i.e. financial evaluations.
- b) The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". **Non-compliance or downward deviation to any of the technical and functional specification will attract rejection of the proposal.**
- c) Response except 'Y' or 'N' is not acceptable. If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. N
- d) Bidders, whose bids are responsive, based on minimum qualification criteria as the technical evaluation criteria would be considered technically qualified.
- e) Financial Bid related prices etc should not disclose anywhere in Technical proposal.

### 3.7.3 Commercial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened online or through corrigendum.
- b) The Bidder, **who has submitted the lowest Commercial bid, shall be selected as the L1** and shall be called for further process leading to the award of the assignment
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) The bid price will include all taxes and levies and shall be in Indian Rupees.
- e) Any conditional bid would be rejected

## 3.8.Appointment of Hardware Supplier

### 3.8.1 Award Criteria

- a) BSEIDC will award the Contract to the successful bidder whose proposal has been determined to be responsive and has been determined as the Least Cost bids as per the process outlined above.

### 3.8.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

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

### 3.8.3 Notification of Award

- a) Prior to the expiration of the validity period, BSEIDC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BSEIDC may like to request the bidders to extend the validity period of the bid.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, BSEIDC will notify each unsuccessful bidder and return their EMD.



#### **3.8.4 Performance Bank Guarantee**

- a) The BSEIDC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to **10%** of the total cost of mentioned in its Tender/ proposal. The Performance Bank Guarantee shall be kept valid for a period of 5 (five) years. The Performance Bank Guarantee shall be kept valid till expiration of the contract. The selected bidder shall be responsible for extending the validity date of the Performance Bank Guarantee as and whenever it is due till the expiration of the contract. In case the selected bidder fails to submit Performance Bank Guarantee within the time stipulated, the BSEIDC at its discretion may cancel the order placed on the selected bidder by giving a written notice.
- b) BSEIDC shall invoke the Performance Bank Guarantee in case the selected bidder fails to discharge their contractual obligations during the period or BSEIDC incurs any loss due to bidder's negligence in carrying out the work as per the agreed terms & conditions laid out in this RFP

#### **3.8.5 Signing of Contract**

- a) Post submission of Performance Guarantee by the successful bidder, BSEIDC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between BSEIDC and the successful bidder.
- b) The contract agreement refers to all the terms and conditions of this RFP and corrigendum

#### **3.8.6 Failure to Agree with the Terms and Conditions of the RFP**

- a) Failure of the successful bidder to agree with the Draft Contract Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BSEIDC may invite the next highest qualified bidder (L2) to revalidate their bid and match the financial proposal of the aforesaid successful bidder or call for new proposals from the interested bidders.
- b) In such a case, the BSEIDC shall invoke the Performance Bank Guarantee of the aforesaid successful bidder

### **3.9.Fraud and Corrupt 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 BSEIDC 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 BSEIDC 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 Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's proposal
- b) Without prejudice to the rights of the BSEIDC under Clause above and the rights and remedies which the BSEIDC may have under the LOI or the Agreement, if an Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the

Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the BSEIDC during a period of 2 (two) years from the date such Bidder, is found by the BSEIDC 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:
- a) "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 BSEIDC 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 BSEIDC, 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 BSEIDC in relation to any matter concerning the Project;
  - b) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - c) "Coercive Practice" means impairing or harming or threatening to impair or harm directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
  - d) "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by BSEIDC 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
  - e) "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

### **3.10. Conflict of Interest**

- a) The Vendor shall disclose to BSEIDC 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.

### **3.11. Termination Clause**

#### **3.11.1 Right to Terminate the Process**

BSEIDC reserves the right to cancel the contract placed on the successful bidder and recover expenditure incurred by BSEIDC under the following circumstances:-

- a) The successful bidder commits a breach of any of the terms and conditions of the bid.
- b) The successful bidder goes into liquidation.

- c) If the successful bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The BSEIDC reserves its right to cancel the order in the event of delay and forfeit the Performance Bank Guarantee as liquidated damages for the delay.
- d) If deductions of account of liquidated damages exceeds more than 5% of the total contract price.
- e) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, BSEIDC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice the same. In this event, the successful bidder is bound to make good the additional expenditure, which BSEIDC may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- f) BSEIDC reserves the right to recover any dues payable by the successful Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the performance bank guarantee under this contract.

### **3.11.2 Consequences of termination**

- a) In the event of termination of the Contract due to any cause whatsoever, BSEIDC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the successful bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor to take over the obligations of the erstwhile successful bidder in relation to the execution/continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of BSEIDC to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available BSEIDC under law or otherwise.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **3.11.3 Dispute Resolution**

- a) The successful Bidder and BSEIDC shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between BSEIDC and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Patna and conducted in accordance with the provisions of Bihar State Arbitral and Conciliation Tribunal Act or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c) The 'Arbitration Notice' should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to

appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

- d) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The successful Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **3.11.4 Liquidated Damages**

- a) Notwithstanding BSEIDC's right to cancel the order, liquidated damages for late delivery at 1% (one percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. For example if Server is delivered but delivery of power cord to be supplied along with Server is delayed then LD would be calculated on the total cost of the Server and not on the cost of the power cord alone.
- b) Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value order
- c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- d) BSEIDC reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by BSEIDC to the bidder. Liquidated damages will be calculated on per week basis

#### **3.11.5 Acceptance Tests**

- a) The selected bidder in presence of the BSEIDC authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, software, communication equipment etc. No additional charges shall be payable by the BSEIDC for carrying out these acceptance tests.

#### **3.11.6 Audit by Third Party**

- a) BSEIDC at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the BSEIDC.

#### **3.11.7 Service Level Standards/ Requirements/ Agreement (SLA)**

- a) Teacher Education Institutes/ BSEIDC/SCERT shall notify the successful bidder stating the nature of any defects. Upon notification, the bidder shall, within the period specified in the table below, expeditiously repair or replace the defective goods or parts thereof, at no cost to BSEIDC. If having been notified, the successful bidder fails to remedy the defect/defects within the period specified, the BSEIDC may proceed to take within a reasonable period (as defined in the SLA) such remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the bidder under the Contract.
- b) The successful bidder has to resolve the calls during the warranty period as per the timelines defined below, failing which the bidder is liable to be penalized:

S. No.	Time to Resolve After Lodging of Complaint	Penalty/Damages
1	From the date of lodging of complaint within next six business days (i.e; up to 6th Business days)	No Penalty
2	Within 7th business day	0.5% of the item value
3	Within 8th business day	1.0% of the item value
4	Within 9th business day	1.5% of the item value
5	Within 10th business day	2.5% of the item value
6	Beyond 10th business day	5.0% of the item value and a Notice shall be issued

- c) The tendering authority will be free to initiate action as per RFP Terms and Conditions for breach of SLA and if such occurrences are repetitive in nature (if two such notices are issued during a year for any item) or if BSEIDC feels that bidder is not performing as per requirement, then tendering authority may forfeit the Performance Bank Guarantee and also debar the bidder from bidding (for all types and form of bids) for at least three years in BSEIDC and Dept. of Education, Govt. of Bihar. The penalty amount will be recovered from the next payment due to the bidder. The Performance Security Deposit (for proper maintenance during warranty period) will be returned only after settling the penalty amounts, if any. If any computer system(s) gives continuous trouble, five times in one month during the warranty period, the bidder shall replace the system with a new system without any additional cost to the purchaser.

### 3.11.8 Penalty

- a) The Bidder shall perform its obligations under the agreement entered into with the BSEIDC, in a professional manner.
- b) In the event of failure of maintaining the uptime SLA, penalty of 1% of the cost of concerned hardware equipment per day would be levied subject to a maximum of 10% of the total hardware cost.
- c) BSEIDC may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- d) If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the BSEIDC has to take corrective actions to ensure functionality of its property, the BSEIDC reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- i. BSEIDC may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
  - ii. The BSEIDC shall implement all penalty clauses after giving due notice to the bidder.
  - iii. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the BSEIDC reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

### **3.11.9 Dispute Resolution**

- a) The successful Bidder and BSEIDC shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between BSEIDC and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Patna and conducted in accordance with the provisions of Bihar State Arbitral and Conciliation Tribunal Act or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c) The 'Arbitration Notice' should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The successful Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **3.11.10 Notices**

- a) Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

### **3.11.11 Force Majeure**

- a) Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BSEIDC as the case may be 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:
  - i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
  - ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
  - iii. 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 BSEIDC 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 60 days shall 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.

#### **3.11.12 Failure to agree with Terms and Conditions of the RFP**

- a) Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BSEIDC may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

### **3.12. Details on Scope of Work**

#### **3.12.1 Scope of Work**

- a) While BSEIDC recognizes that utilization of proprietary methods or protocols sometimes provides competitive advantage, BSEIDC will give preference to those vendors whose products support open source or also support recognized industry standard methods and protocols. Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in current production as of the date of the award. For purpose of this contract "current production" shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable. All equipment ordered as stated in the RFP must be installed fully configured with the required memory, components, and selected or specified operating system.
- b) Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, BSEIDC must be notified in writing, before the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping)

#### **3.12.2 Specifications**

The Bidder is required: To supply, install & maintain computer hardware, software and connected accessories (with comprehensive warranty for three years) in 250 Teacher Education Institutes across Bihar.

- i. Supply of Computer Hardware, Software and connected accessories (must be brand new) and provide maintenance in the specified Teacher Education Institutes as prescribed in the tender document for a contract period of three years.
- ii. Each Teacher Education Institutes equips with the following minimum equipment as per the specifications prescribed in this tender document

**Equipment to be supplied at each of the 250 locations:**

The following technologies are required by the Government of Bihar, to be distributed to a range of sites including District Institutes of Education and Training (DIETs), Primary Teacher Education Centres (PTECs), and Block Resource Centres (BRCs), as well as to the State Centre for:

**Technical Details of ICT Hardware for Teacher Educators:**

Device requirements are set out below:

SI No	Items	Description	Total Units (nos)
1	Laptops	<ul style="list-style-type: none"> <li>• RAM:               <ul style="list-style-type: none"> <li>○ Minimum 4GB</li> </ul> </li> <li>• Battery Life:               <ul style="list-style-type: none"> <li>○ Minimum 8+ hours</li> </ul> </li> <li>• Storage:               <ul style="list-style-type: none"> <li>○ Minimum 500 GB internal hard drive</li> <li>○ Internal DVD (R/W) Combo Drive :</li> </ul> </li> <li>• Screen Size and Resolution:               <ul style="list-style-type: none"> <li>○ Recommended: 15.6 inches</li> </ul> </li> <li>• Processor:               <ul style="list-style-type: none"> <li>○ Minimum: 2.6 GHZ Quad Core Processor Cache : Minimum 3 MB</li> </ul> </li> <li>• Connectivity:               <ul style="list-style-type: none"> <li>○ Solid network connectivity is a requirement. Wi-Fi b/g/n and megabit (10/100) LAN is required with Bluetooth, and 3G connectivity.</li> </ul> </li> <li>• Additional items:               <ul style="list-style-type: none"> <li>○ 3 USB Port, 1 VGA, 1 HDMI, 1 RJ45 Port is requirement</li> <li>○ Graphics card should support Direct X 9.0c or later.</li> <li>○ Headphone set.</li> <li>○ A camera would be preferential.</li> <li>○ Each Laptop Carry Bag</li> </ul> </li> <li>• 500 nos. Laptop Pre-installed License Version Software along with Media Kit               <ol style="list-style-type: none"> <li>1) OS : Microsoft Windows 8.1 64 bit</li> <li>2) Microsoft Office 2013 suite</li> <li>3) Web browser, Skype, PDF Reader, Flash Plugin</li> <li>4) Microsoft Security Essential 64 bit</li> </ol> </li> </ul>	500 nos



2	Multifunction printer & Scanner	<p>The minimum requirement is given below: (Laser Printer)</p> <ul style="list-style-type: none"> <li>• Print speed of at least 18 pages per minute;</li> <li>• Monthly duty cycle of at least 8,000 pages;</li> <li>• Page tray capacity of at least 150 sheets;</li> <li>• 10/100 Ethernet Network Connectivity;</li> <li>• Automatic Document Feeder (ADF) for to allow multiple sheets of paper to be input without manually placing each piece of paper on the glass.</li> </ul>	250 nos
3	DLP Projector	<p>The minimum requirement is given below:</p> <ul style="list-style-type: none"> <li>• Brightness of at least 2,700 ANSI Lumens;</li> <li>• Contrast of at least 10,000:1;</li> <li>• Resolution of at least 1024x768;</li> <li>• Aspect ratio of 4:3;</li> <li>• Allowance for VGA, HDMI, and USB input;</li> <li>• Bulb lifespan of at least 5,000 hours.</li> </ul>	250 nos
4	DATA Card Dongle	With sim facility adatable to any GSM Telecom Provider and easy to deploy with installed operating system	500 nos
5	Godrej Almirah	Godrej Centurion Steel Almirah having Adjustable rack	250 nos
6	Portable Multifunctional Godrej Table	Godrej Companion C3 Model	250 nos
7	Portable Tripod Screen	Viewing size of 96 inches X 96 inches, with height adjustable stem, screen material to be proven as durable, easy to clean	250 nos

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**Unit Requirements**

*Table 1 Units Required Per Site*

<b>Device Type</b>	<b>SCERT</b>	<b>DIET/PTEC</b>	<b>BRC</b>
Laptop	2	2	2
Multifunction printer	1	1	1
DLP Projector	1	1	1
Portable Screen	1	1	1
Portable Multifunctional Godrej Table	1	1	1
Data Card Dongle	2	2	2
Godrej Almirah	1	1	1

*Table 2 Total Sites*

<b>Site Type</b>	<b>Number of Sites</b>
SCERT	1
DIET/PTEC	60
BRC	189
Total	250

**Note:**

1. All hardware & software shall include 3 Years of Comprehensive OEM On-Site Warranty
2. All the supplied Hardware/ Software should be Interoperable, IPv6 ready and in compliance with the policies/ guidelines issued by DIT, GOI in this regard

**3.12.3 Deliverables & Timelines**

- a) The Bidder should deliver the hardware and software within 30 days from the date of purchase order. The software should be delivered along with the delivery of hardware. The commissioning of the project as per the scope of work shall be completed within 30 working days from the date of delivery of the hardware.

**3.12.4 Right to alter Quantities**

- a) Unless otherwise specified in the bidding document, if the order is placed up to 25% in excess of the quantities, the bidder shall be bound to meet the required supply.
- b) Repeat orders may also be placed with the consent of the bidder on the rates and conditions given in the bidding document provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than three months from the date of expiry of last supply (i.e., delivery) and that the original order was given after inviting open tenders/ bids. The delivery/ completion period will also be proportionately increased.
- c) If BSEIDC does not purchase any of the tendered articles or purchases not less than 75% of the quantities indicated in the tender form, the bidder shall not be entitled to claim any compensation.

**3.12.5 Right to inspect the items**

- a) The Authority reserves the right to get the inspect the items supplied by the bidder at any of the locations either through the authorised officers or by an third party entity who will be appointed to undertake the inspection.

**3.12.6 Indemnity on infringement of third party Intellectual Property Rights**

- a) 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.
- b) 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, authorising 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.
- c) 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.

- d) If it is found that it does infringe on patent rights, the Service Provider shall absolve Authority of any legal action.

### 3.13. Payment Procedure and Terms

#### 3.13.1 Paying Authority

- a) The payments as per the Payment Schedule covered hereinabove shall be paid by this office of BSEIDC. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned teacher education institutes/ sites where the purchased equipment's have been delivered. The confirmation will be issued by the authorised person of the teacher education institute. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third part liabilities.

#### 3.13.2 Payment Schedules

S. No.	Milestone	Billable fee (as % of Contract Value)
1	First	<ul style="list-style-type: none"> <li>50% of the contract value except the 'Annual Maintenance cost' along with all applicable taxes will be paid on delivery of all the items mentioned in the RFP at the identified sites (Teacher education institutes), physical mounting of hardware and successful installation of all the item and upon submission of letter from authorised officer as proof of delivery and successful installation.</li> <li>Bidder is eligible to raise the invoice for relevant amount only if they have successfully installed all the items mentioned in the 'Scope of Work' in more than any 50% of the locations.</li> </ul>
2	Second	<ul style="list-style-type: none"> <li>The balance 50% of the contract value except the Annual Maintenance cost along with all the applicable taxes will be paid on delivery of all the items mentioned in the RFP at the identified sites (Teacher education institutes), physical mounting of hardware and successful installation of all the item and upon submission of letter from authorised officer as proof of delivery and successful installation.</li> <li>Bidder is eligible to raise the invoice for relevant amount only if they have successfully installed all the items mentioned in the 'Scope of Work' at all the locations.</li> </ul>

#### 3.13.3 Payment of Annual Maintenance cost

- a) Annual Maintenance cost payment along with applicable taxes for providing annual maintenance for both hardware and software for all the years shall be made upon submission

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of no objection certificates from the authorised officer at all the locations. The payment due for each of the years will be made quarterly in the relevant year.

- b) AMC cost payment along with applicable taxes for providing annual maintenance for both hardware and software will be made against submission of invoice, 15 days after the expiry of relevant period/quarter. Vendor should ensure that there is no reinstatement of software license.

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#### 4. List of 250 locations of Teacher Education institutes

S.No	Distt Code ID	District Name	District Coordinator	District Coordinator Cell No.	Study Center Type	S Center Code	Study Centre Name	Coordinator Name	Coordinator Mobile No.
1	1	Araria	Md. Akhtar Saeed	9431832026	DIET	1	DIET Araria	Dr. Md. Kamal Ahmad	9334468442
2	2	Aurangabad	Dr. Rai Pradeep Kumar	9835330375	DIET	1	DIET Aurangabad	Sri Ravishankar Kumar	9852700225
3	3	Banka	Shri Jayakant Paswan	9431067459	DIET	1	DIET Banka	Shri Kumar Pankaj	9430022409
4	4	Bhojpur	Shri Venkat Gopal	9431094758	DIET	1	DIET Pirota	Shri Harendra Singh	9234639251
5	5	Bhagalpur	Dr. Rakesh Kumar	9771752916	DIET	1	DIET Bhagalpur	Dr. Isam lal Karahriya	9931240347
6	6	Buxar	Dr. Arun Kumar Shrivastav	9631201391	DIET	1	DIET Buxar	Dr. Vijay Kumar Mishra	8873050695
7	7	Begusarai	Shri G Shankar	9934216440	DIET	1	DIET Begusarai	Shri Rakesh Kumar	9507248441
8	8	Darbhangha	Dr. Subash Chandra Jha	9955859767	DIET	1	DIET Darbhanga	Dr. Shabbir Hussain	9470437301
9	9	East Champaran	Shri Prakash Ranjan	9470801702	DIET	1	DIET Motihari	Shri Upendra Baitha	9470042117
10	10	Gaya	Dr. Ratna Ghosh	9431878756	DIET	1	DIET Gaya	Shri Rajendra Sharma	9973940705
11	11	Katihar	Shri Amod Kumar Jha	8877456957	DIET	1	DIET Tikapatti	Smt. Anita Kumari	9472922147
12	12	Khagaria	Shri Harendra Rajak	9430485036	DIET	1	DIET Khagaria	Shri Chandeshwari Pd Yadav	7677196518
13	13	Kaimur	Smt. Kalpana	9450547157	DIET	1	DIET Mohania	Shri Ajay Kumar Prabhat	9031445404
14	14	Lakhisarai	Shri Sanjay Kumar Thakur	9931470708	DIET	1	DIET Lakhisarai	Shri Arun Kumar Chowdhary	9431208579
15	15	Madhepura	Shri Virendra Kumar yadav	8987197381	DIET	1	DIET Madhepura	Dr. Rajeev Kumar Singh,	9470215850
16	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	DIET	1	DIET Muzaffarpur	Shri Harendra Kumar	9431692196
17	17	Nalanda	Smt. Deepa Rani sahu	9199904417	DIET	1	DIET Nalanda	Shri Mahendra Prasad	9708405832
18	18	Nawada	Shri Sita Ram Thakur	9431095829	DIET	1	DIET Nawada	Shri Arun Kumar	9430055081
19	19	Patna	Smt. Abha Rani	9801568048	DIET	1	DIET Vikram	Shri Virendra Kumar Mishra	9835006630
20	20	Rohtas	Shri Rampravesh Sharma	9473382826	DIET	1	DIET Fazalganj	Shri Brahmchari Ajay Kumar	8544121076
21	21	Samastipur	Smt. Pramila Kumari	9304643171	DIET	1	DIET Samastipur	Dr. Mahendra Narayan Rai	9162205484
22	22	Shivhar	Shri Ram Naresh kumar	9304713603	DIET	1	DIET Shivhar	Shri Dinesh Kumar	9939931632
23	23	Sitamadhi	Shri Harishchandra Choudhary	9835401173	DIET	1	DIET Dumra	Kumari Lalmani	9122373905
24	24	Siwan	Shri Rang Bahadur Singh	9934020979	DIET	1	DIET Siwan	Shri Indrajeet Kumar Singh	9430800469
25	25	Shekhpura	Sushri Nutan Shrivastav	9430861539	DIET	1	DIET Shekhpura	Smt. Shashi Bala	9199071717

26	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	DIET	1	DIET Vaishali	Shri Rajmani Mahto	9431479581
27	27	West Champaran	Dr. Sitaram Prasad	9431222857	DIET	1	DIET Kumarbagh	Shri Ramashankar Prasad	9199484938
28	29	Gopalganj	Dilip Kumar Singh	8544411337	DIET	1	DIET Gopalganj (Thawe)	Goraonath Yadav	9852332767
29	32	Kishanganj	Dr.Chandra Mohan Patwa	9939717999	DIET	1	DIET Kishanganj	Md Nazir Hayat	9931196617
30	33	Madhubani	Shri Viswanath Paswan	9471801118	DIET	1	DIET, Madhubani	Ram Binod Jha	9931360569
31	34	Munger	Dr.Ashok Kumar Singh	9430060906	DIET	1	DIET Munger	Dr.Ashok Kumar Singh	9430060906
32	35	Purnea	Shri Akhtar Sayeed	9431832026	DIET	1	DIET Shri NAGAR (PURNEA )	Shri Umesh Tiwari	9801350285
33	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	DIET	1	DIET Sonpur	Sri Shiva Nath Roy	9006014924
34	2	Aurangabad	Dr. Rai Pradeep Kumar	9835330375	PTEC	2	PTEC Shahpur	Shri Umesh Kumar Singh	9431076329
35	4	Bhojpur	Shri Venkat Gopal	9431094758	PTEC	2	PTEC Bihia	Smt. Bunu Kumari Pandey	9431419363
36	5	Bhagalpur	Dr. Rakesh Kumar	9771752917	PTEC	2	PTEC Phulwariya	Shri Jawahar Lal	9934441857
37	5	Bhagalpur	Dr. Rakesh Kumar	9771752918	PTEC	3	PTEC Nagarpara	Shri Ashok Kumar	9431067619
38	7	Begusarai	Shri G Shankar	9934216440	PTEC	2	PTEC Begusarai	Shri Brahmdev Prasad	7766974748
39	8	Darbhanga	Dr. Subash Chandra Jha	9955859767	PTEC	2	PTEC Madhavpatti	Md. Iftekarul Jama	8227987800
40	9	East Champaran	Shri Prakash Ranjan	9470801702	PTEC	2	PTEC Dariyapur	Kailashpati Yadav	9431404748
41	10	Gaya	Dr. Ratna Ghosh	9431878756	PTEC	2	PTEC Sherghati	Shri Om Prakash	9431642270
42	11	Katihar	Shri Amod Kumar Jha	8877456957	PTEC	2	PTEC Musapur	Shri Satish Chandra Rai	9934681054
43	15	Madhepura	Shri Virendra Kumar yadav	8987197381	PTEC	2	PTEC Manhara Sukhasan	Shri Vijay Kumar,	9431254703
44									
45	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	PTEC	2	PTEC Chandwara	Shri Ramji Prasad Singh,	9708093391
46	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	PTEC	3	PTEC Pokhrai	Shri Nandan Prasad	9973282524
47	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	PTEC	4	PTEC Patahi ,	Shri Rambriksh	9973818945
48	19	Patna	Smt. Abha Rani	9801568048	PTEC	2	PTEC Mahendru, Patna	Dr. Kiran Sharan	9308205994
49	19	Patna	Smt. Abha Rani	9801568048	PTEC	3	PTEC B.N.R. Training College, Patna	Smt. Nirmala Kumari	9430832931
50	19	Patna	Smt. Abha Rani	9801568048	PTEC	4	PTEC Badh, Cordinator	Smt. Arpana	9939071708
51	19	Patna	Smt. Abha Rani	9801568048	PTEC	5	PTEC Masaudhi	Smt. Manjula Mishra	9835063345
52	19	Patna	Smt. Abha Rani	9801568048	PTEC	6	PTEC Mokama	Smt. Rekha Bharti	9431425788
53	20	Rohtas	Shri Rampravesh Sharma	9473382826	PTEC	2	PTEC Lashkariganj, Sasaram	Shri Arun Kumar	8873538410
54	21	Samastipur	Smt. Pramila Kumari	9304643171	PTEC	2	PTEC Rampur, Jalalpur	Shri Shailendra Kumar	9431425785
55	24	Siwan	Shri Rang Bahadur Singh	9934020979	PTEC	2	PTEC Siwan	Shri Ravindra Prasad Singh	9546961095
56	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	PTEC	2	PTEC Vaishali	Smt. Nutan Sinha	9934793431
57	27	West Champaran	Dr. Sitaram Prasad	9431222857	PTEC	2	PTEC Kumarbagh	Shri Dhruv Prasad	9934287117
58	33	Madhubani	Shri Viswanath Paswan	9471801118	PTEC	2	PTEC, Ghoghardiha	Sovalal Paswan	9431402336
59	34	Munger	Dr.Ashok Kumar Singh	9430060906	PTEC	2	PTEC Kharagpur Munger	Mrs pushpa Kumari	9934490252

60	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	PTEC	2	PTEC Bangra	Sri Lalan Singh	9835084361
61	1	Araria	Md. Akhtar Saeed	9431832026	BRC	2	BRC Farbisganj	Shri Prakash Chandra Vishvas	9931636600
62	1	Araria	Md. Akhtar Saeed	9431832026	BRC	3	BRC Araria	Shri Ram Pratap Verma	9835470812
63	1	Araria	Md. Akhtar Saeed	9431832026	BRC	4	BRC Narpatganj	Shri Rajnand poddar	9934774282
64	1	Araria	Md. Akhtar Saeed	9431832026	BRC	5	BRC Jokihat,	Md. Shamsul Jamal	9431653087
65	1	Araria	Zahid Hussain	9430582018	BRC	6	BRC Bhargama	Ashokanand Pathak	7783062701
66	2	Aurangabad	Dr. Rai Pradeep Kumar	9835330375	BRC	3	BRC Daudnagar Tarar	Shri Ravishankar	9852700225
67	2	Aurangabad	Dr. Rai Pradeep Kumar	9835330375	BRC	4	BRC Dev	Shri Suresh Prasad	9973072419
68	3	Banka	Shri Jayakant Paswan	9431067459	BRC	2	BRC Amarpur	Shri Suresh Prasad	9431875928
69	3	Banka	Shri Jayakant Paswan	9431067459	BRC	3	BRC Belhar	Shri Jitendra Kumar	9431875965
70	3	Banka	Shri Jayakant Paswan	9431067459	BRC	4	BRC Katoriaa	Shri Chandrika Pandit	9771705366
71	3	Banka	Shri Jayakant Paswan	9431067459	BRC	5	BRC Rajaun	Shri Pradip Kumar	787091706
72	3	Banka	Shri Jayakant Paswan	9431067459	BRC	6	BRC Dhoraiya	Shri Raj Kumar Prasun	9931902099
73	4	Bhojpur	Shri Venkat Gopal	9431094758	BRC	3	BRC Udvant Nagar	Shri Bhupendra Nath Tripathi	8083065008
74	4	Bhojpur	Shri Venkat Gopal	9431094758	BRC	4	BRC Charpokhari	Shri Sudarshan Prasad	9931322708
75	4	Bhojpur	Shri Venkat Gopal	9431094758	BRC	5	BRC Piro	Shri Rajendra Tiwari	9234743633
76	4	Bhojpur	Shri Venkat Gopal	9431094758	BRC	6	BRC Koilwar	Shri Rajaram Priyadarshi	8271919759
77	4	Bhojpur	Shri Venkat Gopal	9431094758	BRC	7	BRC Jagdishpur	Shri Vishwanath Ram	8936047460
78	5	Bhagalpur	Dr. Rakesh Kumar	9771752919	BRC	4	BRC Pirpanti	Shri Manish Kumar	9934754003
79	5	Bhagalpur	Dr. Rakesh Kumar	9771752920	BRC	5	BRC Kahalgaon	Shri Chamak Lal Singh	9504416403
80	5	Bhagalpur	Dr. Rakesh Kumar	9771752921	BRC	6	BRC Shahkund	Shri Rajesh Kumar	9931282720
81	5	Bhagalpur	Dr. Rakesh Kumar	9771752922	BRC	7	BRC Gopalpur	Shri Anil Kumar	9006137105
82	5	Bhagalpur	Dr. Rakesh Kumar	8539072999	BRC	8	BRC Naugachia	Mr. Vinay Kumar	9931714523
83	5	Bhagalpur	Dr. Rakesh Kumar	8539072999	BRC	9	BRC Sultanganj	Mr. Rajeev Kumar	9934886920
84	6	Buxar	Dr. Arun Kumar Shrivastav	9631201391	BRC	2	BRC Simri	Sri Mukesh Kr Singh	9431849599
85	6	Buxar	Dr. Arun Kumar Shrivastav	9631201391	BRC	3	BRC Dumrao	Dr. Mahesh Prasad Yadav	9470801098
86	6	Buxar	Dr. Arun Kumar Shrivastav	9631201391	BRC	4	BRC Rajpur	Sri Vinod Kumar Pandey	9934616344
87	6	Buxar	Dr. Arun Kumar Shrivastav	9631201391	BRC	5	BRC Itari	Sri Sanjay Kr Upadhyay	8084476130
88	6	Buxar	Dr. Arun Kumar Shrivastav	9631201391	BRC	6	BRC Buxar	Dr. Akhilesh Kumar Pandey	9934897516
89	7	Begusarai	Shri G Shankar	9934216440	BRC	3	BRC Begusarai	Shri Anil Kumar	9308664176
90	7	Begusarai	Shri G Shankar	9934216440	BRC	4	BRC Barauni	Shri Ramchandra Singh	9430015502
91	7	Begusarai	Shri G Shankar	9934216440	BRC	5	BRC Bhagwanpur	Shri Ashok Kumar Singh	9308874421



92	7	Begusarai	Shri G Shankar	9934216440	BRC	6	BRC Baliya	Miss Pushplata Sharma	8797735815
93	7	Begusarai	Shri G Shankar	9934216440	BRC	7	BRC Bakhari	Kumari Pratima Singh	9973145497
94	7	Begusarai	Shri G Shankar	9934216440	BRC	8	BRC Khodabandpur	Shri Chandrashekhar Kumar	9430418088
95	7	Begusarai	Shri G Shankar	9934216440	BRC	9	BRC Gadhpura	Shri Sunil Kumar Rai	9939658071
96	7	Begusarai	Shri G Shankar	9934216440	BRC	10	BRC Teghra	Shri Jaishankar Prasad	9471977576
97	7	Begusarai	Shri G Shankar	9934216440	BRC	11	BRC Bachhwara		
98	7	Begusarai	Shri G Shankar	9934216440	BRC	12	BRC Nawkothi		
99	8	Darbhangha	Dr. Subash Chandra Jha	9955859767	BRC	3	BRC Hanuman Nagar	Shri Sudhir Kumar Pandey	9931289610
100	8	Darbhangha	Dr. Subash Chandra Jha	9955859767	BRC	4	BRC Ganshyampur	Shri Faiyajuddin Faizi	9973011664
101	8	Darbhangha	Dr. Subash Chandra Jha	9955859767	BRC	5	BRC Viraul	Md. Nayyar Ajam	9534900756
102	8	Darbhangha	Dr. Subash Chandra Jha	9955859767	BRC	6	BRC Benipur	Shri Arun Kumar yadav	9431887079
103	8	Darbhangha	Dr. Subash Chandra Jha	9334205469	BRC	7	BRC Bahadurpur	Dr.Amar Nath Thakur	9430044687
104	8	Darbhangha	Dr. Subash Chandra Jha	9334205469	BRC	8	BRC Baheri	Arun Kumar Thakur	9473150749
105	8	Darbhangha	Dr. Subash Chandra Jha	9334205469	BRC	9	BRC Kusheshwarasthan	Smt.Manisha Kumari	8084687725
106	9	East Champaran	Shri Prakash Ranjan	9470801702	BRC	3	BRC Raksaul	Shri Gopal Prasad	9470414339
107	9	East Champaran	Shri Prakash Ranjan	9470801702	BRC	4	BRC Chakiya	Shri Niraj Rai	9162298191
108	9	East Champaran	Shri Prakash Ranjan	9470801702	BRC	5	BRC Pakri Dayal	Shri Sukrit Ram	9939151563
109	9	East Champaran	Shri Prakash Ranjan	9470801702	BRC	6	BRC Dhanka	Md. Shakiullah	9504495211
110	10	Gaya	Dr. Ratna Ghosh	9431878756	BRC	3	BRC Atari	Shri Arvind Kumar Rai	9934815056
111	11	Katihar	Shri Amod Kumar Jha	8877456957	BRC	3	BRC Katihar	Sri Amrendra Kr Singh	9430635019
112	11	Katihar	Shri Amod Kumar Jha	8877456957	BRC	4	BRC Kadva	Md. Galib	9470611110
113	11	Katihar	Shri Amod Kumar Jha	8877456957	BRC	5	BRC Manihari	Shri Dilip Kumar Mandal	9572503845
114	11	Katihar	Shri Amod Kumar Jha	8877456957	BRC	6	BRC Barsoi	Shri Juvi Lal Rai	9162516249
115	12	Khagaria	Shri Harendra Rajak	9430485036	BRC	2	BRC Beldaur	Shri Sanjay Kumar Singh	9430068426
116	11	Katihar	Smt.Amita Kumari	9472922147	BRC	8	BRC Dandkhora	Amar Deep Vishwash	9431437631
117	11	Katihar	Smt.Amita Kumari	9472922147	BRC	9	BRC Kursela	Binod Kumar	9470208247
118	11	Katihar	Smt.Amita Kumari	9472922147	BRC	10	BRC Mansahi	Md Kamrul Huk	9473074200
119	11	Katihar	Smt.Amita Kumari	9472922147	BRC	18	BRC Korha	Akilesh Kumar Yadav	9939351346
120	12	Khagaria	Shri Harendra Rajak	9430485036	BRC	3	BRC Chautham	Shri Chandra Shekhar Singh	9934979144
121	12	Khagaria	Shri Harendra Rajak	9430485036	BRC	4	BRC Gogri	Shri Mukesh Kumar	9430994295
122	13	Kaimur	Smt. Kalpana	9450547157	BRC	2	BRC Kudra	Shri Kamlesh Kumar	8083291250
123	13	Kaimur	Smt. Kalpana	9450547157	BRC	3	BRC Bhagwanpur	Shri ravindranath Pandey	9931620084
124	13	Kaimur	Smt. Kalpana	9450547157	BRC	4	BRC Chownpur	Shri Anil Kumar Sinha	9431681636
125	13	Kaimur	Smt. Kalpana	9450547157	BRC	5	BRC Chand	Shri Rajesh Kumar Shrivastav	9973106520
126	13	Kaimur	Smt. Kalpana	9450547157	BRC	6	BRC Nuwan	Narendra Kumar Choubey	8409432784

127	13	Kaimur	Smt. Kalpana	9450547157	BRC	7	BRC Durgawati	Md Sarwar Alam Ansari	9430272086
128	13	Kaimur	Smt. Kalpana	9450547157	BRC	8	BRC Rampur	Sachitanand Gupta	8986104962
129	15	Madhepura	Shri Virendra Kumar yadav	8987197381	BRC	3	BRC Murliganj	Shri Sanjay Kumar,	9973128280
130	15	Madhepura	Shri Virendra Kumar yadav	8987197381	BRC	4	BRC Udakishanganj	Shri Chandreshwari Kumar	9430028474
131	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	BRC	5	BRC Motipur	Shri Zakaullah Ansari	9852432731
132	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	BRC	6	BRC Sahebganj	Shri Rajkeshwar Singh	9939688503
133	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	BRC	7	BRC Meenapur	Shri Anil Kumar Gupta	9430937840
134	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	BRC	8	BRC Aurai	Shri Parmendranath Mishra	7764999049
135	16	Muzaffarpur	Smt. Nargis Farhana	9534329395	BRC	9	BRC Gaight	Shri Bhikan Ram	9631280736
136	17	Nalanda	Smt. Deepa Rani sahu	9199904417	BRC	2	BRC Bihar Sharif	Shri Akhil Aksar	9835231687
137	17	Nalanda	Smt. Deepa Rani sahu	9199904417	BRC	3	BRC Giriyaak	Shri Indu Bhushan	9835687295
138	17	Nalanda	Smt. Deepa Rani sahu	9199904417	BRC	4	BRC Harnaut	Shri Shankar Prasad	9931816071
139	17	Nalanda	Smt. Deepa Rani sahu	9199904417	BRC	5	BRC Islampur	Shri Saurav Kumar Suman	9504655823
140	17	Nalanda	Dr.Deepa Rani sahu	9199904417	BRC	6	BRC Asthawan	Faizul Hasan	9430060733
141	17	Nalanda	Dr.Deepa Rani sahu	9199904417	BRC	7	BRC Chandi	Sunil Kumar Sinha	9934719564
142	17	Nalanda	Dr.Deepa Rani sahu	9199904417	BRC	11	BRC Rajgir	Mahesh Prasad Singh Gahlot	9470836102
143	18	Nawada	Shri Sita Ram Thakur	9431095829	BRC	2	BRC Govindpur	Shri Ravi Shakar Kumar	9973144350
144	18	Nawada	Shri Sita Ram Thakur	9431095829	BRC	3	BRC Varsaliganj	Shri Ajay Kumar	9934968785
145	20	Rohtas	Shri Rampravesh Sharma	9473382826	BRC	3	BRC Chenari	Shri Ramashrai Prasad Chaurasiya	9955954700
146	20	Rohtas	Shri Rampravesh Sharma	9473382826	BRC	4	BRC Dinara	Shri Dilip Kumar Singh	9006846466
147	20	Rohtas	Shri Rampravesh Sharma	9473382826	BRC	5	BRC Bikramganj	Shri Awdhesh Kumar Singh	9431679737
148	20	Rohtas	Shri Rampravesh Sharma	9473382826	BRC	6	BRC Tilauthi	Shri Indradev Chaudhary	9470221579
149	21	Samastipur	Smt. Pramila Kumari	9304643171	BRC	3	BRC Biyan(Bithan)	Shri Pankaj Kumar	9006146560
150	21	Samastipur	Smt. Pramila Kumari	9304643171	BRC	4	BRC Hasanpur	Shri Upendra Ram	9576816199
151	21	Samastipur	Smt. Pramila Kumari	9304643171	BRC	5	BRC Patori	Shri Vishnudev Rai	9955723211
152	21	Samastipur	Smt. Pramila Kumari	9304643171	BRC	6	BRC Kalyanpur	Shri Arvind Prasad Sah	9835830316
153	21	Samastipur	Smt. Pramila Kumari	9304643171	BRC	7	BRC Rosra,	Shri Vinay Kumar	9470627088
154	21	Samastipur	Smt. Pramila Kumari	9304643171	BRC	8	BRC Singhiyan	Shri Ram Ratan Yadav	9939084011
155	21	Samastipur	Smt. Pramila Kumari	9304643171	BRC	9	BRC Samastipur	Shri Mukesh Kumar	9430049868
156	22	Shivhar	Shri Ram Naresh kumar	9304713603	BRC	2	BRC Tariyani,	Shri Madan Mohan Mehra	9504644283
157	23	Sitamadhi	Shri Harishchandra Choudhary	9835401173	BRC	2	BRC Parihar	Md. Haidar	9931539081
158	24	Siwan	Shri Rang Bahadur Singh	9934020979	BRC	3	BRC Darauli	Shri Awdhesh Yadav	9451131692
159	24	Siwan	Shri Rang Bahadur Singh	9934020979	BRC	4	BRC Mairwa	Shri Ramesh Prasad Singh	9709690151
160	24	Siwan	Shri Rang Bahadur Singh	9934020979	BRC	5	BRC Pachrukhi	Shri Sajjad Ali	9708291680

161	24	Siwan	Shri Rang Bahadur Singh	9934020979	BRC	6	BRC Maharajganj	Shri Dharmendra Kumar	9431218127
162	25	Shekhpura	Sushri Nutan Shrivastav	9430861539	BRC	2	BRC Barbigaha	Shri Vinod Kumar	9334600078
163	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	BRC	3	BRC Goraul	Shri Dharmendra Kumar	9905244509
164	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	BRC	4	BRC Bidupur	Shri Pankaj Kumar	9431070631
165	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	BRC	5	BRC Jandaha	Shri Vivek Kumar	9470041177
166	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	BRC	6	BRC Vaishali	Shri Raman Kumar	9472659655
167	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	BRC	7	BRC Sehdei Bujurg	Shri Kushwaha Kumar Purnendu	8873217963
168	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	BRC	8	BRC Patepur	Shri Pramod Kumar Sudhakar	9473461296
169	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	BRC	9	BRC Lalganj	Shri Devendra Prasad Sharma	9934043951
170	26	Vaishali	Smt. Kanchan Mala Shankar	9905975572	BRC	10	BRC Desari	Shri Govind Prasad	9334028678
171	27	West Champaran	Dr. Sitaram Prasad	9431222857	BRC	3	BRC Chanpatiya	Shri Govind Prasad	9931041046
172	27	West Champaran	Dr. Sitaram Prasad	9431222857	BRC	4	BRC Mainatanr	Shri Brijkishor Sharma	9973330464
173	27	West Champaran	Dr. Sitaram Prasad	9431222857	BRC	5	BRC Gaunaha	Shri Kashi Prasad	9431673622
174	27	West Champaran	Dr. Sitaram Prasad	9431222857	BRC	6	BRC Ramnagar	Shri Kishore Jaiswal	8084362544
175	27	West Champaran	Dr. Sitaram Prasad	9431222857	BRC	7	BRC Bagha-1	Shri Madan Mohan Gupta	9931896253
176	27	West Champaran	Dr. Sitaram Prasad	9431222857	BRC	8	BRC Lauriya	Shri Sachhidanand Thakur	9430211548
177	27	West Champaran	Dr. Sitaram Prasad	9431222857	BRC	9	BRC Betiah	Shri Manoj Kumar Jha	9931004282
178	27	West Champaran	Dr. Sitaram Prasad	9431222857	BRC	10	BRC Madhubani	Shri Ramnarayan Sah	9838366405
179	28	Arwal	Shri Jay Benerji	9939682099	BRC	1	BRC Arwal	Shri Baleshwar Prasad Singh	7250916373
180	28	Arwal	Shri Jay Benerji	9939682099	BRC	2	BRC Karpi	Shri Satyendra Kumar Singh	9199715478
181	29	Gopalganj	Dilip Kumar Singh	8544411337	BRC	2	BRC Thawe	Ravi Kumar Verma	9852746969
182	30	Jamui	Shri RajDev Ram	9430841920	BRC	1	BRC Aliganj	Arun Kumar Choudhary	9973388668
183	30	Jamui	Shri RajDev Ram	9430841920	BRC	2	BRC Barhat	Ranjeet Kumar	8809132792
184	30	Jamui	Shri RajDev Ram	9430841920	BRC	3	BRC Chakai	Narayan Das	9955085345
185	30	Jamui	Shri RajDev Ram	9430841920	BRC	4	BRC Gidhaur	Sanjay Mishra	9430209135
186	30	Jamui	Shri RajDev Ram	9430841920	BRC	5	BRC Jamui	Chandrashekhar Sha	9546343720
187	30	Jamui	Shri RajDev Ram	9430841920	BRC	6	BRC Khaira	Nirbhaya Kumar	8969331205
188	30	Jamui	Shri RajDev Ram	9430841920	BRC	7	BRC Laxmipur	Murari Das Bharti	9507721562
189	30	Jamui	Shri RajDev Ram	9430841920	BRC	8	BRC Sikandara	Arun Kumar	9199009711
190	30	Jamui	Shri RajDev Ram	9430841920	BRC	9	BRC Sono	Sanjay Kumar Pandey	9973072643
191	31	Jehanabad	Shri Suman Verma	8544411392	BRC	1	BRC Jehanabad	Arun kumar Arun	9934261458
192	31	Jehanabad	Shri Suman Verma	8544411392	BRC	2	BRC Kako	Ranjeet Kumar Nirala	9771190200
193	32	Kishanganj	Dr.Chandra Mohan Patwa	9939717999	BRC	2	BRC Thakurganj	Shri Nirodh Kumar Singh	9430503590
194	32	Kishanganj	Dr.Chandra Mohan Patwa	9939717999	BRC	3	BRC Bahadurganj	Shri Ramesh Kumar Sha	9430852713

195	32	Kishanganj	Dr.Chandra Mohan Patwa	9939717999	BRC	4	BRC Sontha,Kochadhaman	Shri Sahir Alam	9430017157
196	32	Kishanganj	Dr.Chandra Mohan Patwa	9939717999	BRC	5	BRC Pothia	Shri Anthoni Besara	9473248813
197	32	Kishanganj	Dr.Chandra Mohan Patwa	9939717999	BRC	6	BRC Terhagachh	Md Marguban Hasan	9931647640
198	32	Kishanganj	Dr.Chandra Mohan Patwa	9939717999	BRC	7	BRC Kishanganj	Md Rahaman	9430842642
199	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	3	BRC, Bisfi	Binod Kumar Singh	9431656022
200	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	4	BRC, Loukhi	Rabindra Kumar	9973070547
201	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	5	BRC, Andhrathari	Lalbabu Kamat	9934932640
202	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	6	BRC, Babubarhi	Mahesh Prasad	8298539986
203	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	7	BRC, Benipatti	Mithilesh Kumar Misra	9835464202
204	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	8	BRC. Jhanjharpur	Arun Kumar	9430251890
205	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	9	BRC, Madhepur	Sunil Kumar	9570806292
206	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	10	BRC, Madhwapur	Santosh Kumar	9471224258
207	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	11	BRC, Rahika	Dhirendar Kumar	9473068055
208	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	12	BRC, Jainagar	Ramchandra Prasad	9430923480
209	33	Madhubani	Shri Viswanath Paswan	9471801118	BRC	13	BRC, Pandoul	Shayamnandan Yadav	8521933815
210	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	2	BRC DHAMDAHA	Shri Dharanjay Kumar Dev	8292657030
211	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	3	BRC BAISI	Shri Masudh Azahar	9973061235
212	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	4	BRC AMOUR	Shri Bhram Dev Mandel	9430562238
213	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	5	BRC DAGARUA	Shri Mahan Kumar	9431659118
214	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	6	BRC JALALGARH	Shri Sanjay Kumar Jha	9801054773
215	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	7	BRC KASBA	Shri Manish Kumar Ray	9431865016
216	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	8	BRC BAISA	Shri Md Houshid Aalam	9771554579
217	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	9	BRC PURNEA EAST	Shri Sajad Korin	9955514884
218	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	10	BRC KRITYANAND NAGAR	Shri Anil Kumar Jha	7739821467
219	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	11	BRC BANMANKHI	Shri DipNarayan Gupta	9852655626
220	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	12	BRC BHAWANIPUR	Shri OmPrakash Yadav	9955266420
221	35	Purnea	Shri Akhtar Sayeed	9431832026	BRC	13	BRC BARHARA KOTHI	Shri Mukhund Prasad Singh	8084496965
222	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	3	BRC Amnour	Sri Anant Dewhari Bansi	9973359270
223	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	4	BRC Baniyapur	Sri Sanjay Prasad	7654932622
224	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	5	BRC Chapra Sadar	Shahzad Alam	8757020021
225	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	6	BRC Dariyapur	Sri Pankaj Kumar Suman	9097472437

226	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	7	BRC Dighwara	Sri Kadir Hasan	9852100963
227	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	8	BRC Ekma,	Sri Sandeep Kumar	9939785113
228	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	9	BRC Garkha,	Sri Rajesh Kumar Sharma	9934780556
229	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	10	BRC Isuapur	Sri Dwarikanath Tiwary	9955035901
230	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	11	BRC Jalalpur	Sri Insaf Ali	7277464797
231	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	12	BRC Lahladpur	Sri Prabhat Kumar Singh	9852910084
232	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	13	BRC Maker	Sri Subodh Baitha	9576975946
233	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	14	BRC Manjhi	Sri Manoj Prasad	8809708940
234	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	15	BRC Marhowrah	Sri Nazir Hussain	9955543221
235	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	16	BRC Mashrak	Smt. Sangita Gupta	9939835776
236	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	17	BRC Nagra	Sri Dharmendra Prasad	9939706075
237	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	18	BRC Panapur	Sri Kanta Ram	9199325415
238	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	19	BRC Parsa	Sri Vijay Prakash Sharma	9431486889
239	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	20	BRC Revelganj	Sri Raman Gupta	9431090919
240	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	21	BRC Sonpur	Sri Narendra Kumar Singh	8986487414
241	36	Saran	Dr. Awadhesh Prasad Thakur	9572666120	BRC	22	BRC Taraiya	Md. Anish	7250020967
242	37	Saharsa	Dr. Rana Jay ram Singh	9431497373	BRC	2	BRC Simri Bakhtiarpur	Shri Stayendra Kumar yadav	9472828849
243	38	Supaul	Md Irshad Ansari	8544412054	BRC	1	BRC Supaul	Krishna Kant Jha	9470038218
244	38	Supaul	Md Irshad Ansari	8544412054	BRC	2	BRC Kishanpur	Md. Soukat Ali	9431696523
245	38	Supaul	Md Irshad Ansari	8544412054	BRC	3	BRC Saraigadh	Chhanu Rajak	8986439825
246	38	Supaul	Md Irshad Ansari	8544412054	BRC	4	BRC Marauna	Narayan Kamat	9631030229
247	38	Supaul	Md Irshad Ansari	8544412054	BRC	5	BRC Basantpur	Wanjeet Kumar Singh	9431699754
248	38	Supaul	Md Irshad Ansari	8544412054	BRC	6	BRC Chatapur	Md. Jamaluddin	9572785615
249	38	Supaul	Md Irshad Ansari	8544412054	BRC	7	BRC Partapganj	Arun Kumar Mandal	9939633341
250	38	Supaul	Md Irshad Ansari	8544412054	BRC	8	BRC Trivaniganj	Sunil Poddar	9955999204

## **Annexure I: Technical Bid Financial Bid & Forms**

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria. Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

### **Forms to be submitted in Technical Proposal**

Form 1: Technical Bid , Compliance sheet & Check List

Form 2: Manufacturers / OEMs authorization form

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Undertaking on Authenticity of Computer Equipment

Form 7: Self-declaration – No blacklisting undertaking

Form 8: Certificate of Conformity / no Downward Deviation / End of Service Support

Form 9 : Power of Attorney

Form 10 : Covering Letter

**Note** : Bidders may be disqualified if rates/prices are disclosed anywhere in online submission of Technical Proposal . Rates/prices etc should be submitted in online submission of Financial proposal.

### **Forms to be submitted in Financial Proposal**

Form 11 : Financial Bid

Note : For support related to e-tendering process, bidders may contact at following address  
**“eProcurement HELP DESK, First Floor, M/22, Bank Of India Building, Road No 25, Sri Krishna Nagar, Patna, Bihar, Pin-800001, Phone No: 0612-2523006, Mob- 7542028164”**

RFP for Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres

**Form 1 (Technical Bid, Compliance Sheet, Check List) & Form 11 (Financial Bid)** can be downloaded from website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and duly filled documents can be uploaded on same website. Bidders can upload other documents as per requirements of Tender.

**Note: Bidders are supposed to Quote the rate in Financial Bid Only not in Technical Bid.**

## Form 2: Manufacturers / OEMs authorization form

Date:

To:

Bihar State Educational Infrastructure Development Corporation Ltd.

Shiksha Bhawan. Bihar Rajbhasha Parishad Campus

Acharya Shiv Pujan Sahay Path,

Patna, Bihar –Pin Code-800004

OEM Authorization Letter

Dear Sir:

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

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

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

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

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

Yours faithfully,

(Name)

(Name of Producers)

Note: *This letter of authority should be on the letterhead of the manufacturer/OEM and should be*



RFP for Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres

*signed by a person competent and having the power of attorney to bind the manufacturer/OEM.  
The Bidder in its Bid should include it.*

### Form 3: Format for Performance Bank

<Location, Date>

To,

Bihar State Educational Infrastructure Development Corporation Ltd.

Shiksha Bhawan. Bihar Rajbhasha Parishad Campus

Acharya Shiv Pujan Sahay Path,

Patna, Bihar –Pin Code-800004

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for 'Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centre at 250 locations' (hereinafter called "the Bid") to BSEIDC

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this

RFP for Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres

Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## Form 4: Compliance Sheet for Technical Proposal

The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal

Compliance Sheet for Technical Proposal					
(Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centre at 250 location					
Name of bidder					
Registered office address					
SI No	Items	Description	Proposed Hardware/ equipment	Compliance to Features & Functionalities of the Model Proposed	Deviations/re marks
1	Laptops	<ul style="list-style-type: none"> <li>• RAM:                             <ul style="list-style-type: none"> <li>○ Minimum 4GB</li> </ul> </li> <li>• Battery Life:                             <ul style="list-style-type: none"> <li>○ Minimum 8+ hours</li> </ul> </li> <li>• Storage:                             <ul style="list-style-type: none"> <li>○ Minimum 500 GB internal hard drive</li> <li>○ Internal DVD (R/W) Combo Drive :</li> </ul> </li> <li>• Screen Size and Resolution:                             <ul style="list-style-type: none"> <li>○ Recommended: 15.6 inches</li> </ul> </li> <li>• Processor:                             <ul style="list-style-type: none"> <li>○ Minimum: 2.6 GHZ Quad Core Processor or Cache : Minimum 3 MB</li> </ul> </li> <li>• Connectivity:                             <ul style="list-style-type: none"> <li>○ Solid network connectivity is a requirement. Wi-Fi b/g/n and megabit (10/100) LAN is required with Bluetooth, and 3G connectivity.</li> </ul> </li> <li>• Additional items:                             <ul style="list-style-type: none"> <li>○ 3 USB Port, 1 VGA, 1 HDMI, 1 RJ45 Port is requirement</li> </ul> </li> </ul>			

		<ul style="list-style-type: none"> <li>○ Graphics card should support Direct X 9.0c or later.</li> <li>○ Headphone set.</li> <li>○ A camera would be preferential.</li> <li>○ Each Laptop Carry Bag</li> </ul> <ul style="list-style-type: none"> <li>• 500 nos. Laptop Pre-installed License Version Software along with Media Kit)</li> </ul> <ol style="list-style-type: none"> <li>1) OS : Microsoft Windows 8.1 64 bit</li> <li>2) Microsoft Office 2013 suite</li> <li>3) Web browser, Skype, PDF Reader, Flash Plugin</li> <li>4) Microsoft Security Essential 64 bit</li> </ol>			
2	Multifunction Printer & Scanner	<p>The minimum requirements given below(Laser Printer)</p> <ul style="list-style-type: none"> <li>• Print speed of at least 18 pages per minute;</li> <li>• Monthly duty cycle of at least 8,000 pages;</li> <li>• Page tray capacity of at least 150 sheets;</li> <li>• 10/100 Ethernet Network Connectivity;</li> <li>• Automatic Document Feeder (ADF) for to allow multiple sheets of paper to be input without manually placing each piece of paper on the glass.</li> </ul>			
3	DLP Projector	The minimum requirement i			

		<p>s given below:</p> <ul style="list-style-type: none"> <li>• Brightness of at least 2,700 ANSI Lumens;</li> <li>• Contrast of at least 10,000:1;</li> <li>• Resolution of at least 1024x768;</li> <li>• Aspect ratio of 4:3;</li> <li>• Allowance for VGA, HDMI, and USB input;</li> <li>• Bulb lifespan of at least 5,000 hours.</li> </ul>			
4	DATA Card Dongle	With sim facility adatable to any GSM Telecom Provider and easy to deploy with installed operating system			
5	Godrej Almirah	Godrej Centurion Steel Almirah having Adjustable rack			
6	Portable Multifunctional Godrej Table	Godrej Companion C3 Model			
7	Portable Tripod Screen	Viewing size of 96 inches X 96 inches, with height adjustable stem, screen material to be proven as durable, easy to clean			

## Form 5: Letter of Proposal

To:

Bihar State Educational Infrastructure Development Corporation Ltd.

Shiksha Bhawan. Bihar Rajbhasha Parishad Campus

Acharya Shiv Pujan Sahay Path,

Patna, Bihar –Pin Code-800004

Subject: Submission of the Technical bid for 'Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centre at 148 locations'

Dear Sir/Madam,

We, the undersigned, offer to provide < Hardware supply & related services > to the BSEIDC 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 [www.eproc.bihar.gov.in](http://www.eproc.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 Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 60 days as stipulated in the RFP document.

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 6: Undertaking on Authenticity of Computer Equipment**

{to be filled by the bidder (On Rs. 100/-Non-judicial stamp paper)}

To,

Bihar State Educational Infrastructure Development Corporation Ltd.

Shiksha Bhawan. Bihar Rajbhasha Parishad Campus

Acharya Shiv Pujan Sahay Path,

Patna, Bihar –Pin Code-800004

Reference: NIT No. : \_\_\_\_\_ Dated: \_\_\_\_\_ This has  
reference to the items being supplied/ quoted to you vide our bid ref. no. \_\_\_\_\_  
dated \_\_\_\_\_.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of operating system and all other software's specified, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo.

Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/Performance Bank Guarantee for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:



**Form 7: Self-declaration – No Blacklisting undertaking**

(On bidder's letter head)

To,

Bihar State Educational Infrastructure Development Corporation Ltd.

Shiksha Bhawan. Bihar Rajbhasha Parishad Campus

Acharya Shiv Pujan Sahay Path,

Patna, Bihar –Pin Code-800004

In response to the Tender/ NIT Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for 'Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centre at 250 locations', as an Owner/ Partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

**Form 8: Certificate of Conformity/ no Downward Deviation/End of Service Support**  
(On bidder's letter head)

To,

Bihar State Educational Infrastructure Development Corporation Ltd.

Shiksha Bhawan. Bihar Rajbhasha Parishad Campus

Acharya Shiv Pujan Sahay Path,

Patna, Bihar –Pin Code-800004

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no downward deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired standards set out in the Tender/ bidding Document. Also, the item/items being quoted is/have not been declared End of Service Support and is/are not likely to be declared End of Service Support within one and half year from the date of the bid submission.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

### Form 9: Power of Attorney

To,

Bihar State Educational Infrastructure Development Corporation Ltd.

Shiksha Bhawan. Bihar Rajbhasha Parishad Campus

Acharya Shiv Pujan Sahay Path,

Patna, Bihar –Pin Code-800004

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/ NIT reference No. \_\_\_\_\_ 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:

Authorised Signatory:

Seal of the Organization: Date

## Form 10: Covering Letter

To:

Bihar State Educational Infrastructure Development Corporation Ltd.  
Shiksha Bhawan. Bihar Rajbhasha Parishad Campus  
Acharya Shiv Pujan Sahay Path,  
Patna, Bihar –Pin Code-800004

Subject: Submission of the financial bid for 'Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centre at 148 locations'

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for << Hardware supply & related services >> in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals is uploaded seperately as per requirement of Tender).

Our Financial Proposal 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 11: Financial Bid**

Bihar State Educational Infrastructure Development Corporation							
Financial Bid							
(Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centre at 250 locations)							
Name of bidder							
Registered office address							
Sl. No.	Items	Description	Total units (nos.)	Price per Unit (Rupees)	Applicable taxes (Rupees)	Total price (Rupees in figure)	Total price (Rupees in words)
1	Laptops	<ul style="list-style-type: none"> <li>• RAM:                             <ul style="list-style-type: none"> <li>○ Minimum 4GB</li> </ul> </li> <li>• Battery Life:                             <ul style="list-style-type: none"> <li>○ Minimum 8+ hours</li> </ul> </li> <li>• Storage:                             <ul style="list-style-type: none"> <li>○ Minimum 500 GB internal hard drive</li> <li>○ Internal DVD (R/W) Combo Drive :</li> </ul> </li> <li>• Screen Size and Resolution:                             <ul style="list-style-type: none"> <li>○ Recommended: 15.6 inches</li> </ul> </li> <li>• Processor:                             <ul style="list-style-type: none"> <li>○ Minimum: 2.6 GHZ Quad Core Processor Cache : Minimum 3 MB</li> </ul> </li> <li>• Connectivity:                             <ul style="list-style-type: none"> <li>○ Solid network connectivity is a requirement. Wi-Fi b/g/n and megabit (10/100) LAN is required with Bluetooth, and 3G connectivity.</li> </ul> </li> <li>• Additional items:                             <ul style="list-style-type: none"> <li>○ 3 USB Port, 1 VGA, 1 HDMI, 1 RJ45 Port is requirement</li> <li>○ Graphics card should support Direct X 9.0c or</li> </ul> </li> </ul>	500 nos.				

RFP for Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres

		<p>later.</p> <ul style="list-style-type: none"> <li>○ Headphone set.</li> <li>○ A camera would be preferential.</li> <li>○ Each Laptop Carry Bag</li> </ul> <p>- 500 nos. Laptop Pre-installed License Version Software along with Media Kit)</p> <ol style="list-style-type: none"> <li>1) OS : Microsoft Windows 8.1 64 bit</li> <li>2) Microsoft Office 2013 suite</li> <li>3) Web browser, Skype, PDF Reader, Flash Plugin</li> <li>4) Microsoft Security Essential 64 bit</li> </ol>					
2	Multifunction printer & Scanner	<p>The minimum requirement is given below: (Laser Printer)</p> <ul style="list-style-type: none"> <li>• Print speed of at least 18 pages per minute;</li> <li>• Monthly duty cycle of at least 8,000 pages;</li> <li>• Page tray capacity of at least 150 sheets;</li> <li>• 10/100 Ethernet Network Connectivity;</li> <li>• Automatic Document Feeder (ADF) for to allow multiple sheets of paper to be input without manually placing each piece of paper on the glass.</li> </ul>	250 nos.				
3	DLP Projector	<p>The minimum requirement is given below:</p> <ul style="list-style-type: none"> <li>• Brightness of at least 2,700 ANSI Lumens;</li> <li>• Contrast of at least 10,000:1;</li> <li>• Resolution of at least 1024x768;</li> <li>• Aspect ratio of 4:3;</li> <li>• Allowance for VGA, HDMI, and USB input;</li> <li>• Bulb lifespan of at least 5,000</li> </ul>	250 nos.				

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		hours.					
4	DATA Card Dongle	With sim facility adatable to any GSM Telecom Provider and easy to deploy with installed operating system	500 nos.				
5	Godrej Almirah	Godrej Centurion Steel Almirah having Adjustable rack	250 nos.				
6	Portable Multifunctional Godrej Table	Godrej Companion C3 Model	250 nos.				
7	Portable Tripod Screen	Viewing size of 96 inches X 96 inches, with height adjustable stem, screen material to be proven as durable, easy to clean	250 nos.				

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	screen	proven as durable, easy to clean					
8	<b>Sub Total (in figures)</b>						
	<b>Sub Total (in words)</b>						

The price quoted in the row 8 shall be inclusive of Cost, insurances, freight, VAT, CST & all kind of applicable taxes

S. No.	Item	Service fee	Any other taxes as applicable	Total
9	Annual Maintenance Cost for providing Technical support for the 1 <sup>st</sup> year			
10	Annual Maintenance Cost for providing Technical support for the 2 <sup>nd</sup> year			
11	Annual Maintenance Cost for providing Technical support for the 3 <sup>rd</sup> year			
12	Annual Maintenance Cost for providing Technical support for the 4 <sup>th</sup> year			
13	Annual Maintenance Cost for providing Technical support for the 5 <sup>th</sup> year			
14	<b>Sub Total of providing Annual Maintenance (in figures)</b>			
	<b>Sub Total of providing Annual Maintenance (in words)</b>			

Total prices quoted in the row 14 shall be inclusive of all kind of applicable taxes.

Any variation in the taxes including Service Tax during the period of annual maintenance shall be factored in by the bidder.

15	<b>Grand Total (sum of Sr. No. 8 &amp; 14) (in figures)</b>	
	<b>Grand Total (sum of Sr. No. 8 &amp; 14) (in words)</b>	

The final cost quoted in the row 15 will be consider for commercial evaluation.



## Annexure II: Draft contract agreement

1. An agreement made this on \_\_\_\_\_ between

\_\_\_\_\_”  
(hereinafter called “**The Bidder**”, which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the **BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (An undertaking of Govt. of Bihar) Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Acharya Shivpujan Sahai Path, Saidpur, Patna-800004, Bihar** (hereinafter called “**the BSEIDC**” which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

Whereas the Bidder has agreed with the BSEIDC, ‘Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centre at 250 locations’

2. ) in the Teacher Education institutions at identified locations across the State of Bihar. (as defined in the **RFP No. \_\_\_\_\_ dated \_\_\_\_\_ 2014** hereinafter called the "the tender document") of Bihar in the manner set forth in the terms & conditions of the tender document and at the price set forth in the Letter of Intent number \_\_\_\_\_ **dated \_\_\_\_\_** hereinafter called **the LOI**.
3. And whereas the successful tenderer has deposited a sum of ` \_\_\_\_\_/-  
( \_\_\_\_\_ )  
through the Bank Guarantee No. \_\_\_\_\_
4. Now these Presents witness:
- In lieu of imparting RFP for Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres set forth in effective way and thereof in the manner set forth in the conditions of the tender document and the LOI, the BSEIDC will make payment to the Bidder through Demand Draft/Cheque/RTGS transfer at the rate set forth in the final Price Schedule appended herewith.
  - The payment schedule will be according to the tender document.
  - The conditions of the tender and contract given in the tender document and LOI will be deemed to be taken as part of this agreement and are binding on the Bidder executing this agreement.
  - The mode of payment will be as per terms and conditions of the tender document. The BSEIDC will make payment to the Bidder. The Financial Liability and obligation will be the part of the BSEIDC for the payments.
5. For Supply installation and maintenance of Information and Communication Technology hardware for establishment of ICT Labs at Teacher Education Centres and Provision of Services under the tender document and LOI shall be completed as per the tender document.

6. Liquidated damages/penalty and termination due to non-fulfilment of contract and other, if any, shall be as per terms and conditions of the above referred tender document.
7. The following documents shall be deemed to form and be read and as part of this agreement, viz:
  - a) The tender document (**NIT No. XXXX (dated / /2014)**) and the **further amendments** with every terms & conditions, technical specifications performance security form etc.
  - b) The final price schedule based on the negotiation on the original price schedule submitted by the bidder. (Annexure II: Form 12 of RFP)
  - c) The list of the product name & product details (as submitted by the bidder and accepted by the BSEIDC) of the materials in accordance with the specifications given in the tender document and further amendments. (Annexure-I: Form 5 of RFP)

**However in case of any contradictions regarding the terms & conditions and specifications etc the tender document and its further amendments will prevail while all questions relating to interpretation of the tender document or this agreement shall be as per prevailing law.**

8. The BSEIDC and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations., the BSEIDC and the B have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Bihar State Arbitral and Conciliation Tribunal Act. All Arbitration proceedings shall be held at Patna, Bihar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
9. The validity of this agreement will be for three years from the date of signing the agreement. In witness whereof, the parties, hereto have set their hands on this \_\_\_\_\_ of 2013

**Signature of the Bidder**

**Signature for BSEIDC**

**Witness 1:**

**Witness 1:**

**Witness 2:**

**Witness 2:**