

Request For Proposal (RFP)
For
Implementation of
IT Education in the Schools of Bihar State
(ICT@SCHOOL PROJECT)

For supply, installation and maintenance of I.T. Infrastructure (Establish Computer Lab, Hardware, Networking equipment, System / Application Software, Uninterrupted Power Supply and trainer etc) in 1000 Schools across rural and urban areas of the State in an efficient and effective manner on Lease, Maintain, and Transfer Basis (LMT)

NIT No: ICT@School Project/BSEDC 2007/01



31st January 2007

**Bihar State Electronics Development
Corporation Limited**

(A Government of Bihar Undertaking)

BELTRON BHAWAN, SHASHTRI NAGAR,

PATNA, BIHAR PIN CODE-800023

Tel No:- 0612-2281856, 0612-2281857 Fax No: - 0612-2281857

E-mail: bsedc@beltron.in best@ifsets.com Web Site: www.beltron.in

IMPORTANT INFORMATION

Non-Refundable Tender Cost	Rs. 25000/- in cash or through demand draft from a scheduled bank, drawn in favour of "MD, BSEDC", payable at Patna
Sale of RFP document	all working days during office hours starting from 31 st January 2007 till 21 st February 2007.
EMD	Rs. 1,60,00,000/- in the form of Bank Guarantee / Demand Draft in favour of MD, BSEDC payable at Patna from a scheduled bank
Last Date of Submission of written queries on Bid document	Any clarification and queries relating to tender document. Bidders have to submit their written clarifications & queries on before 9 th February 2007 in enclosed format {Ref: Appendix 15} . Any clarification or query received after the due time and date will not be entertained.
Pre bid conference	At 5.30 P.M. on 12 th February 2007 Venue: Beltron Bhavan, Shastri Nagar, Patna
Last date for submission of Bids	Up to 3.00 P.M. on 21st February 2007
Opening of Pre- Qualification Bids	3.00 P.M. on 22 nd February 2007

Table of Contents

Preface.....	6
Section 1 Letter for Invitation	9
Section 2 - Project Profile	11
Section 3 - Instructions to Bidders.....	13
1. Definitions	13
2. Bid Documents	16
3. Pre-bid Conference (PBC)	18
4. Amendment of Bid Documents	19
5. Cost of Bid Document.....	19
6. Cost of Bidding.....	19
7. Bid Security i.e. Earnest Money Deposit (EMD)	19
8. Bid Prices	20
9. Discounts	20
10. Bid validity	21
11. Submission of Proposals	21
12. Language	22
13. Late Bids	22
14. Modification and withdrawal of Bids	22
15. Bid Forms.....	22
16. Local Conditions.....	23
17. Contacting the Tenderer.....	23
18. Eligibility Criteria	24
19. Schedule of Events.....	25
20. Opening of Proposal.....	25
21. Evaluation	26
22. Deciding Award of Contract.....	28
23. Confidentiality.....	29
24. Publicity	30
25. Insurance.....	30
26. Arbitration	31

27. Buy Back Policy	31
Section 4 - Special Conditions of Contract	33
1. Responsibility Matrix.....	33
2. Third Party Monitoring Agency	34
3. Site Preparation and Site Survey.....	35
4. Acceptance Test	35
5. Performance Security for Operations	36
6. Force Majeure	37
7. Implementation Schedule	37
8. SLA Requirement	38
9. Penalties	40
10. Quarterly Guaranteed Payment for Backbone	43
11. Representations and warranties	44
11.1. Representations and Warranties by the Bidder	44
11.2. Representations and Warranties by BSEDC	46
11.3. Each Day during the Agreement	46
11.4. No title to the equipment	47
12. Approval / Clearances.....	47
13. Exit Management	47
Section 5: Schedule of Requirements	52
1. Scope of Work.....	52
Physical Infrastructure Requirements:.....	52
Computer Lab:.....	52
Electrical wiring:	52
Furniture & Fixtures:	52
Diesel Generator:	52
UPS:	52
UTP Cabling for LAN:	52
Miscellaneous Items:.....	53
Technology Infrastructure Requirements:.....	53
Personal Computers:	53
Server:	53

Printer:	53
Scanner:	53
Switch:	53
Internet:	53
Application Software Requirements:	53
Services:	54
IT Training Delivery methodology:	55
Curriculum	55
Indicative Bill of Material and Specification of equipment supplies:	56
Section 6 Annexure – Template	63
Appendix -1 Bid Letter (Technical) Template	63
Appendix 2 – Bidder profile	66
Appendix 3 Financial Information Summary	70
Appendix -4 Manufacturer’s Authorization Form	71
Appendix 5 Firm Experience	72
Appendix 6 Team Composition and Task Assignments Summary.	73
Appendix 7 Curriculum Vitae for Proposed Staff	74
Appendix 8 Statement of deviation from requirement Specification	76
Appendix 9 Statement of deviation from tender terms and conditions	77
Appendix 10 - Bid letter – Commercial	78
Appendix 11 - Appendix Statement of Commercial Deviation	81
Appendix 12 - Quarterly Guaranteed Payment for School sites ...	83
Component wise pricing	84
Appendix 13: Bank Guarantee- for Earnest Money Deposit	96
Appendix 14: Performance Bank Guarantee Format.	99
Appendix 15: Template for Pre-bid Conference queries / Clarifications.	102

Preface

- 1.1. The 'ICT in schools' scheme is a window of opportunity to the learners in the Government aided Secondary and Sr. Secondary schools in the country to bridge the digital divide. The scheme is a comprehensive and well thought-out initiative to open new vistas of learning and to provide a level-playing field to school students, whether in rural areas or in the metropolitan cities.
- 1.2. Government of Bihar is planning to set up 1000 Computer Lab in Secondary Schools & Senior Secondary Schools in Bihar. The Computer Assisted Learning Model uses a Network of 10 computers in each school and one server. Genesis behind the project is to provide IT infrastructure at remotest corner of the state schools to fulfill the dream of poor student to use modern age technology in learning curve. Government of Bihar is planning to implement menu base Operating System and Application Software to provide user friendly environment to students.
- 1.3. Objectives
 - To establish an enabling environment to promote the usage of ICT specially in rural areas. Critical factors of such an enabling environment include widespread availability of access devices, internet/Broad band connectivity and promotion of ICT literacy.
 - To ensure the availability of quality content on-line and through access devices both in the private sector and by SIETs.
 - Enrichment of existing curriculum and pedagogy by employing ICT tools for teaching and learning.
 - To enable students to acquire skills needed for the digital world for higher studies and gainful employment.
 - To provide an effective learning environment for children with special needs through ICT tools.
 - Promote critical thinking and analytical skills by developing self-learning skills of the learner leading to student-centric learning.

- To promote the use of ICT tools in distance education, including the employment of audiovisual medium and satellite-based devices.
- 1.4. Recognizing the potential of Information and Communication Technologies (ICT) to transform the teaching-learning process in the Non- Formal & Formal Education context, as well as its potential in changing the way educators and learners gain access to knowledge and information, the ICT in Education program will focus on using Information Technology to enhance the reach and quality of teaching and learning, this project has the ultimate aim of assisting learners in expanding their livelihood opportunities and in enabling them to improve their quality of life.
 - 1.5. Bihar State Electronics Development Corporation Limited (BSEDC), A Government of Bihar undertaking is considering the appointment of a **Bidder** (herein after referred to as "bidder") for supply, installation and maintenance of I.T. Infrastructure (Establish Computer Lab, Hardware, Networking equipment, System / Application Software, Uninterrupted Power Supply and trainer etc) of ICT education project (ICT@SCHOOL PROJECT) in 1000 Schools across rural and urban areas of the State in an efficient and effective manner on Lease, Maintain, and Transfer Basis (LMT). Bidder has to quote for the supply, maintenance, management and provision of trainer of the ICT@SCHOOL PROJECT in Lease, Maintain and Transfer Basis (LMT) model for duration of three years, in accordance with the various provisions of this RFP document.
 - 1.6. BSEDC now invites sealed technical and financial proposals from eligible Bidders for selection as bidder, to implement and operate IT Education in Schools Project (ICT@SCHOOL PROJECT). The bidder shall be selected as per the procedures described in this Request For Proposal (RFP).
 - 1.7. Bidder shall submit three sealed envelopes containing:

Part I : Three hard copies of Pre-qualification Bid

Part II : Three hard copies and one soft copy of the Technical Bid.

Part III : Three hard copies and one soft copy of the Commercial Bid

- 1.8. You are hereby invited to submit technical and financial Proposals as per the provisions detailed in this RFP. The last date for submitting the technical and financial Proposal is 21st February 2007 latest by 3.00 P.M to the following address which is to be used for all communication in regards to this bid process

Director

Bihar e-Governance Services & Technologies Limited (BeST)

BELTRON Bhawan, Sastri Nagar

PATNA BIHAR - PIN CODE-800023

Tel No: - 0612-2281856, 0612-2281857

Fax No: - 0612-2281857

e-mail:-best@ilfsets.com - Web Site: - www.beltron.in

- 1.9. Please note that a pre-bid conference would be held on 12th February 2007 *and 5.30 PM* in the office of Managing Director and *Bihar State Electronics Development Corporation Limited, Beltron Bhavan, Shastri Nagar, Patna*
- 1.10. Bidders are requested to acknowledge this communication within seven days of receiving it.
- 1.11. All the communication including this RFP and the bid documents should be signed on each page by the authorized representative of the bidder. **Only one signed copy of RFP to be annexed with original pre-qualification bid envelop.**

Section 1 Letter for Invitation

Date of Issuance: _____

Ref. No.: _____

To,

Dear Sir,

BSEDC invites proposals for supply, installation and maintenance of I.T. Infrastructure (Establish Computer Lab, Hardware, Networking equipment, System / Application Software, Uninterrupted Power Supply and trainer etc) of ICT education project (ICT@SCHOOL PROJECT) in 1000 Schools across rural and urban areas of the State in an efficient and effective manner on Lease, Maintain, and Transfer Basis (LMT).for a period of three years. More details on the services are provided in the Schedule of requirements.

You are requested to go through the document carefully and submit your proposals as per the instructions and guidelines given in the document.

Yours sincerely,

Alok Vardhan Chaturvedi

Managing Director

Bihar State Electronics Development Corporation Limited

BELTRON Bhawan, Sastri Nagar, Patna,800023

Section – 2

Project Profile

Section 2 - Project Profile

The BSEDC wishes to establish a ICT@SCHOOL PROJECT. The ICT@SCHOOL PROJECT is envisaged as the backbone of School network for learning and data from schools to decision maker in the state capital. ICT@SCHOOL PROJECT would act as the vehicle for effective tool for dissemination of learning in the state schools and also to monitor the activities of schools effectively. As part of first phase of ICT@Schools Scheme initially 1000 Secondary & Senior Secondary Schools in all 38 districts will be provided with the IT infrastructure.

Salient features of the ICT @ Schools Scheme

- To provide a level playing field to the learners in schools by way of giving window of opportunities to the students, especially in the rural areas.
- To bridge the economic and geographic divide in the society.
- To ensure the availability of quality content on-line through access devices, both in the private sector and by SIETs.
- To enrich the existing curriculum and pedagogy by employing ICT tools for teaching and learning.
- To enable students to acquire skills for higher studies and gainful employment.
- To promote critical thinking and analytical skills amongst students and develop their attitude for self-learning. The shift is now from teacher-centric to student-centric learning.
- Use of ICT tools in Distance Education including employment of audio-visual medium and satellite based devices. Once the schools get the Broadband and ICT infrastructure, they will have access to the Education Portal, which will be useful for teaching-learning in the Schools.

Section 3

Instructions to Bidders

Section 3 - Instructions to Bidders

1. Definitions

In this document, the following terms shall have following respective meanings:

1. **"Acceptance Test Document"** means a mutually agreed document, which defines procedures for testing the ICT@SCHOOL PROJECT deliverables against requirements laid down in the Agreement.
2. **"Affiliate"** shall mean any holding company or subsidiary company of a part to the Agreement or any company, which is subsidiary of such a holding company. The expressions "holding company" and "subsidiary company" shall have the meaning specified in section 4 of the Companies Act 1956 (as amended from time to time).
3. **"Agreement"** means the Agreement to be signed between the successful bidder and BSEDC including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. **"Authorized Representative"** shall mean any person authorised by either of the parties.
5. **"Bidder"** means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom BSEDC signs the agreement for rendering of services for ICT@SCHOOL PROJECT.
6. **"Centre"** means IT training center located inside the school building.
7. **"Contract"** is used synonymously with Agreement.
8. **"Corrupt Practice"** means the offering, giving, receiving or soliciting of any thing of value or influence the action of an official in the process of Contract execution.
9. **"Default Notice"** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.

10. **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the BSEDC of the benefits of free and open competition.

11. **"GoB"** means Government of Bihar.

12. **"Good Industry Practice"** shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.

13. **"Guaranteed Revenue"** means the rate payable to the Bidder under the Agreement for the performance of the Bidder's Contractual obligations.

14. **"HRD"** means Human Resources Department of Government of Bihar.

15. **"Implementation Period"** shall mean the period from the date of signing of the Agreement and upto the issuance of Final Acceptance Certificate of ICT@SCHOOL PROJECT.

16. **"Law"** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or Government of Bihar or the BSEDC or any other Government or regulatory authority or political subdivision of government agency.

17. **"LOI"** means issuing of Letter of Intent which shall constitute the intention of the Tenderer to place the Purchase Order with the successful bidder.

18. **"LMT model"** the services as required by the Tenderer are specified in Schedule of Requirements on Lease, Maintain and Transfer (LMT) model.

19. **"Bidder"** means the company providing the supply and services under Agreement.

20. **"Party"** means BSEDC or Bidder, individually and "Parties" mean BSEDC and Bidder, collectively.

21. **"Period of Agreement"** means 3 years from the date of final acceptance of the ICT@SCHOOL PROJECT.

22. **"Proposal"** means the Technical Proposal and the Financial Proposal.
23. **"Request for Proposal (RFP)"**, means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
24. **"Requirements"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
25. **"Site"** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.
26. **"Service"** means provision of Contracted service viz., operation, maintenance and associated services for ICT@SCHOOL PROJECT as per this RFP.
27. **"Third Party Agency"** means any agency other than the successful bidder, appointed by BSEDC for monitoring the ICT@SCHOOL PROJECT during commissioning and operation. BSEDC has appointed Bihar e-Governance Services & Technologies Limited (BeST), a joint venture Company between Government of Bihar and Infrastructure Leasing and Financial Services Limited as Third Party Agency for monitoring the ICT@Schools Project.
28. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
29. **"Uptime"** means the time period when specified services/network segments with specified technical and service standards as mentioned in this RFP are available to BSEDC. The uptime will be calculated as follows: Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
30. **"%Uptime"** means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
31. **"Service Down Time"** (SDT) means the time period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to BSEDC.

The network shall be operational on all school working days of a year with in the uptime specified in the Service Level Agreement (SLA).

2. Bid Documents

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submit a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in three parts as mentioned hereunder on or before 19th February 2007 at 3.00 PM:

A. Pre-qualification bid as per eligibility criteria specified

1. A letter on the bidder's letter-head (Appendix - 1)
 - i. describing the pre-qualifying technical competence and experience of the bidder,
 - ii. certifying that the period of validity of bids is 180 days from the last date of submission of bid, and
 - iii. Asserting that the bidder is quoting for all the items (including services) mentioned in the tender.
2. The profile of the bidder (template given in Appendix -2)
3. Audited annual financial results (balance sheet and profit & loss statement) of the bidder for the last three financial years. (template provided in Appendix 3)
4. The bid security in the form of a Demand draft / Bank Guarantee issued by a Nationalized / Scheduled Bank, in favour of Managing Director, Bihar State Electronics Development Corporation Limited.
5. Quality certification in delivery of services sought under this RFP, from an internationally recognized/reputed agency, e.g. ISO 90001 and 14000
6. Manufacturer's authorization form(s) (template provided in Appendix -4)

7. Reference list of major clients (using equipment/services similar to *BSEDC* requirement). (template provided in Appendix 5)
8. Solvency Certificate
9. Power-of-attorney granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the Directorate'.
10. Permanent Account Number (PAN) from INCOME TAX authorities of area of operation of the bidder.
11. A copy of the RFP, all pages duly signed by the authorized signatory towards acceptance of the terms and conditions of the RFP. Only one signed copy to be annexed with original pre-qualification bid.

B. Technical bid

- a. Bid particulars
- b. Bid letter
- c. Proposed details of equipment and services offered
- d. Unpriced Bill of Material (BOM)
- e. Qualification and Deployment Schedule of the staff proposed for the project (Appendix 6 and 7)
- f. Proposed Project Plan and Implementation Schedule
- g. Statement of deviation from requirement specifications (Appendix 8)
- h. Statement of deviation from tender terms and conditions (Appendix 9)
- i. Schedule of delivery
- j. Warranty
- k. Manufacturer's authorization form(s).

C. Commercial bid

- a. Bid letter
- b. Bid particulars including priced Bill of Material (BOM)
- c. Statement of commercial deviation (template provided in Appendix 11)
- d. Quarterly Guaranteed Payment (template Provided in Appendix 12)

Bidders should enclose with their offers full details of all the equipment and services offered as well as their latest equipment and services available with full documentation and descriptive literature supplementing the description and point out any special feature of the equipment and services. All documentation is required to be in English.

3. Pre-bid Conference (PBC)

- (i) Tenderer shall hold a pre-bid conference (PBC) after the sale of the RFP document as per schedule mentioned in this RFP. In this PBC, tenderer would address the clarifications sought by the bidders with regard to the RFP document and the project. The bidders would be required to submit their queries to the << *Designation, department*>> in writing to be received at least 2 (two) days prior to the PBC. Queries not submitted within this deadline may not be taken up at the PBC.
- (ii) Tenderer will entertain queries of and clarifications sought by only those bidders who have purchased this RFP document. Bidders that have purchased the RFP document are welcome to attend the PBC, even if they do not have any specific queries.
- (iii) Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The minutes of the PBC shall be circulated by tenderer to all those companies who have purchased this RFP document and also host the same on the www.beltron.in.

4. Amendment of Bid Documents

The amendments in any of the terms and conditions including technical specifications of this RFP document will be notified in writing either through post or by fax or by email to all prospective bidders who have purchased the tender documents and will be binding on them.

5. Cost of Bid Document

The cost of Bid document is Rs. 25000 (Twenty five thousands only), the document can be purchased from the office of Managing Director, Bihar State Electronics Development Corporation, BELTRON Bhavan, Shastri Nagar, Patna during office hours from 31st January 2007 to 21st February 2007 and the document is also uploaded on www.beltron.in. In case the RFP document is downloaded the bidder has to enclose a Demand Draft in favour of MD, BSEDC payable at Patna along with pre-qualification proposal. But for attending the pre-bid conference the bidders have to purchase the document.

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including the cost of presentation for the purposes of clarification of the bid, if so desired by the *BSEDC*. The *BSEDC* will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

7. Bid Security i.e. Earnest Money Deposit (EMD)

- a) The Bid security shall be in Indian rupees (INR) and shall be a Demand Draft / Bank Guarantee, issued by a nationalized bank in India and shall be valid for at least six months. No interest shall be payable on Bid Security under any circumstance.

- b) The bidder shall furnish, as part of his bid, a bid security in the form of Demand Draft / Bank Guarantee of Rs.1.6Crores (One Crore and Sixty Lakhs Only)
- c) Unsuccessful Bidder's Bid security shall be discharged or returned within sixty (60) days after the expiration of the period of Bid validity prescribed by BSEDC.
- d) The successful Bidder's Bid security shall be discharged upon the Bidder signing the Agreement.
- e) The Bid security will be forfeited at the discretion of BSEDC on account of one or more of the following reasons:
 - o The Bidder withdraws their Bid during the period of Bid validity
 - o Bidder does not respond to requests for clarification of their Bid
 - o Bidder fails to co-operate in the Bid evaluation process, and
- f) In case of a successful Bidder, the said Bidder fails :
 - o to furnish Implementation Guarantee; or
 - o to sign the Agreement in time

8. Bid Prices

- a) The Price Bid as prescribed should be filled up and sealed along with enclosures in a separate cover superscribed as **"Price Bid – Envelop B, Tender No :ICT@School / BSEDC 2007 / 01 Due on 5th March 2007 at 3.00 PM"**.
- b) The prices quoted by the bidder shall be in sufficient detail to enable the Tenderer to arrive at the price of equipment/system offered.
- c) The covers received without superscription are liable for rejection. The tenders not submitted as specified above will be summarily rejected.
- d) If any or all of the information asked in the RFP are not available in the Commercial Proposal the bid is liable for rejection.

9. Discounts

The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.

10. Bid validity

The bids shall remain valid for a period of 180 days from the last date of submission of tender.

11. Submission of Proposals

- a) All the proposals will have to be submitted in hard bound form with all pages numbered. It should also have an index giving page wise information of above documents. Incomplete proposal will summarily be rejected.
- b) No bid will be considered unless and until each page of the bid document is duly signed by the authorized signatory
- c) The bidder shall also submit the soft copy of Pre-qualification, technical and commercial bids on separate CDs duly packed in the respective envelopes.
- d) Prices should not be indicated only in the Technical Bid.
- e) All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.
- f) The proposals shall be submitted in three parts, viz.,
 - o **Envelope - 1:** Pre- qualification documents super scribed as "**Envelope 1- Pre- qualification Documents**" containing EMD, Pre- qualification documents complete with all details.
 - o **Envelope 2:** - Technical Proposal super scribed as "**Envelope 2 – Technical Proposal**", complete with all technical details". In the technical proposal, there should not be any indication about the prices of any of the products offered.
 - o **Envelope-3:** Commercial Proposal containing Price Schedule super scribed as "**Envelope 3 – Commercial Proposal**".

- g) All the three sealed envelopes should again be placed in a single sealed envelop super scribed as **"ICT@SCHOOL PROJECT Tender No ICT@School / BSEDC 2007 / 01, Bid from: _____)"** **"NOT TO BE OPENED BEFORE 22nd February 2007 at 3.00Pm,** which will be received in the office of **Director, Bihar e-Governance Services & Technologies Limited, Beltron Bhavan, Shastri Nagar Patna** up to the due date and time mentioned in the Schedule of Events (Section-II – 2.18) of this document.

12. Language

The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

13. Late Bids

Any bid received by the Tenderer after the time and date for receipt of bids prescribed in the RFP document will be rejected and returned unopened to the Bidder.

14. Modification and withdrawal of Bids

- a) The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Tenderer.
- b) Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c) The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

15. Bid Forms

- a. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does

not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

- b. For all other cases, the Bidder shall design a form to hold the required information.
- c. BSEDC shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

16. Local Conditions

- a. Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding documents. The tenderer shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tenderer on account of failure of the Bidder to know the local laws / conditions.
- d. The Bidder is expected to visit and examine the location of Schools and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.

17. Contacting the Tenderer

- a) Any effort by a Bidder influencing the Tenderer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- b) Bidder shall not approach BSEDC officers after office hours and/ or outside BSEDC office premises, from the time of the bid opening till the time the Contract is awarded.

18. Eligibility Criteria

The bidder shall meet the following criteria for eligibility:

- a. The bid shall be submitted by an individual organization only consortium is not allowed.
- b. The bidder shall be an Information Technology & Communication company and specializing in IT Learning Services.
- c. The bidder should have annual sales turnover of INR 300 Crores and above in the last three financial years.
- d. The Net Worth of the bidder should be positive.
- e. The bidder must have successfully completed at least any one of the following:
 - 1 project of comprising of hardware, system software, trainer and learning services of Rs. 10 Crores in india
 - 2 project of comprising of hardware, system software, trainer and learning services of Rs. 5 Crores in india
 - 3 project of comprising of hardware, system software, trainer and learning services of Rs. 3 Crores in india
- f. References (contact details, customer completion certificate, customer satisfaction certificate etc) for these projects shall be provided. Projects executed for bidder's own, bidder's group of companies or bidder's JV companies shall not be considered.
- g. The bidder should have direct authorization from the Original Equipment Manufacturer (OEM) and with developer of the System Software / Application Software for selling and supporting the components offered.

- h. The bidder must have had at least 300 employees on roll over each of the last three years (as on March 31, 2004, 2005 & 2006)
- i. The bidder shall have Quality certification from an accredited and internationally reputed / renowned firm (viz. ISO 9001 and ISO 14000)
- j. The bidder should have office in Bihar. In case bidder has no presence in Bihar, bidder shall furnish an undertaking that an office shall be opened in Bihar, with sufficient personnel and inventory of spares within a month of selection as Successful Bidder.
- k. The bidder shall have bank's certificate of solvency.
- l. The bidder must have company registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate.

19. Schedule of Events

Sr. NO	Events	Date
1	Last date for submission of queries	9 th February 2007
2	Pre-bid Conference at the BSEDC Premises	12 th February 2007 at 5.30 PM
3	Last date and time of proposal Submission	21 st February 2007 Up to 3.00 PM
4	Date and time of opening of the Prequalification Documents at BSEDC Premises	3.00 P.M on 22 nd February 2007
5	Date and time of opening of the Technical Proposals at BSEDC Premises	28 th February 2007 3.00 PM
5	Date of opening of the Commercial Proposal at BSEDC premises	5 th March 2007 3.00 PM
6	Contract Signing	12 th March 2007

20. Opening of Proposal

First, the envelope containing pre-qualification will be opened and if found that the bidder meets the eligibility criteria and has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal

shall be opened. The timing for opening the technical bid will be at the sole discretion of evaluation committee. The commercial bid would be opened in presence of technically short listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening shall be as follows:

- o Pre-qualification
- o Technical Proposals
- o Commercial Proposals

21. Evaluation

An evaluation committee so constituted by *BSEDC* will evaluate the bids i.e. technical and commercial as per the following pattern.

- a) Conditional bids shall be summarily rejected.
- b) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- d) The tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- e) Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.
- f) Bid shall be opened on the day of opening of the bids at 3.00 PM on 22nd February 2007 in the presence of bidders representatives who intend to attend at their cost. The bidders'

representatives who are present shall sign a register evidencing their attendance.

g) Bid document shall be evaluated as per the following steps.

(a) **Preliminary Examination of Pre-qualification**

documents: The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in the various sections of this RFP will be rejected and not included for further consideration.

(b) **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP. Bids received would be assigned scores based on the parameters defined in table below.

Sr No	Parameters	Score
1	Organisation Capability	15
2	Proposed Technical and prior experience in similar projects	30
3	Proposed Staff at Schools	25
3	Compliance with Requirement	10
4	Experience in FMS	15
5	Local Presence in State	05

Option 1: Quality and Cost base selection (QCBS) / L1

The technical scores of the bidder against each criteria would be totaled up, and thereafter the technical scores of all the bidders would be listed in decreasing order.

Any proposal achieving a Total Technical Score (T) less than 70 will be treated as Not Substantially Responsive and will not be considered further. Only the technically qualified bidders will be informed for opening of the price bid.

No further discussion/interface will be held with the bidder whose bid has been technically disqualified / rejected.

Evaluation of Commercial Bids

Commercial bids of those bidders who qualify the technical evaluation will only be opened. All other Commercial bids will be returned un-opened. The place, date and time for the opening of the financial bids shall be announced separately to only technical qualified bidders.

The commercial bids will be opened only for the bidders with score of 70 points and above on the parameter defined above.

The bid with the lowest commercial (L1) will be considered as the successful bid.

22. Deciding Award of Contract

- a) The Tenderer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to *BSEDC* and its appointed representative on the date asked for, at no cost to the Tenderer. The Tenderer may at its discretion, visit the office / Network

Operation Center (NOC) of the Bidder for Services, any time before the issue of Letter of Award.

- b) *BSEDC* shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. *BSEDC* shall simultaneously notify those Bidders who had qualified the Evaluation process as described in this RFP, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.
- c) The bidder's names, the Bid Prices, the total amount of each bid, and such other details as the Tendering Authority may consider appropriate, will be announced and recorded by the Tenderer at the opening.

23. Confidentiality

- a) As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

- b) The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- c) At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d) The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e) The obligations of confidentiality under this section shall survive rejection of the contract.

24. Publicity

Any publicity by the bidder in which the name of ICT@SCHOOL PROJECT is to be used, should be done only with the explicit written permission from BSEDC.

25. Insurance

The equipment and services supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to *BSEDC*.

26. Arbitration

State and the selected 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, State and the selected Bidder 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 Arbitration and Conciliation Act, 1996.

All Arbitration proceedings shall be held at Patna Bihar, State, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

27. Buy Back Policy

In case of incorporation of new services or termination of any existing services, any of the deployed ICT@SCHOOL PROJECT hardware / network components may have to be discarded or be replaced. In such a situation BSEDC shall buy back all such equipments with the depreciated price as per the straight line depreciation method. However, all such components should be in full working condition. The status of component, estimated useful life of the asset and the depreciated value of the asset shall be certified by third party monitoring agency.

Section 4

SPECIAL CONDITIONS OF CONTRACT

Section 4 - Special Conditions of Contract

The following clauses shall supplement the Instructions to Bidders.

1. Responsibility Matrix

Sr No	Activity	BSEDC	BeST (Third Party Monitoring Agency)	Bidder
1	Preparation of RFP for the Selection of ICT@SCHOOL PROJECT Operator		√	
2	Tender Process for the Selection of ICT@SCHOOL PROJECT Operator	√	√	
3	Approval for Appointment of ICT@SCHOOL PROJECT Operator	√		
4	Review and suggestion on Solution offered			√
5	Site Identification	√	√	
6	Site Handover	√		√
7	Site Survey and Preparation			√
8	Installation and Commissioning of the ICT@SCHOOL PROJECT hardware & networking equipment and software			√
9	Monitoring the Installation and Commissioning of the ICT@SCHOOL PROJECT hardware & networking equipment and software	√	√	
10	Acceptance Tests		√	√
11	Onsite Inspection and Verification of	√	√	√

	Acceptance Tests			
12	Trial Run			√
13	Witness of Trial Run	√	√	
14	Issue of Final Acceptance Test Certificate	√		
15	Operation, Management and Maintenance of the ICT@SCHOOL Project			√
16	Help Desk and Centralized Monitoring (6x6x52)			√
17	Supervision and Monitoring of the ICT@SCHOOL PROJECT		√	
18	Periodical Generation of MIS report			√
19	Verification of the MIS Report	√	√	
20	Approval of MIS Report	√		
21	Periodical Auditing of the ICT@SCHOOL PROJECT		√	
22	Submission of the Audited Report of ICT@SCHOOL PROJECT as advised by Consultant	√		√

2.Third Party Monitoring Agency

BSEDC has appointed Bihar e-Governance Services & Technologies Limited (BeST) as Third Party Agency, which shall monitor the ICT@SCHOOL PROJECT during implementation, commissioning and

operation. The BeST shall also conduct the Final Acceptance Test as per the technical requirement of the Agreement and shall issue the Certificate of Completion School sites. BeST shall verify the services as mentioned in Section III provided by the bidder. The bidder shall cooperate with such BeST. BeST will be responsible for verification, validation of all invoices under the terms & conditions of the Agreement and will recommend on the eligible payment. BeST will be responsible for performance audit and will recommend release of QGR.

3.Site Preparation and Site Survey

As per implementation plan, BSEDC shall arrange the necessary minimum constructed rooms/ space permanent construction for locating Computer Lab for operation of the ICT@SCHOOL PROJECT. The space cannot be used for any purpose other than for delivering the services as mentioned Section III as contracted under the Agreement. BSEDC shall arrange for necessary clearances, which shall enable the Bidder to undertake electrical wiring, earthing, room lighting (including fan), dust free room with false ceiling & floor preparation using vinyl flooring, furniture, installation of diesel generator sets, installation of UPS equipment, network cable laying etc., at the respective school sites. Bidder shall also provide

4.Acceptance Test

Acceptance Test: The acceptance of 90% of the school sites per district or 100 school sites in accordance with the requirements in Section III shall be conducted. After successful testing by the Third Party Agency an Acceptance Test Certificate shall be issued by BSEDC to the Bidder. The test shall include the following

1. All hardware and software items must be installed at particular site as per the specification.

2. Availability of all the defined services shall be verified. The successful bidder shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP.
3. Detailed test plan shall be defined by the third party monitoring agency in consultation with BSEDC.
4. Successful bidder will arrange the test equipment required for performance verification. Successful bidder will also provide documented test results.

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

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

5. Performance Security for Operations

Within 15 days of the issuance of LoI the Bidder shall furnish revolving Performance Guarantee, as provided, to BSEDC for an amount equal to 5% of the arithmetic sum of 3 years of the Guaranteed Revenue according to the Agreement. The Performance Guarantee shall be valid initially for a period of one year. The guarantee shall be renewed year by year, at least 30 days before expiry date, for a minimum period of one year and thus cover the balance period of the agreement. The guarantee amount for each year shall be calculated on the basis of Guaranteed Revenue for the remaining years of operation under the agreement subject to minimum Performance Guarantee based on sum of two years Guaranteed Revenue. The BSEDC may forfeit the Performance Guarantee for any failure on part of Bidder to complete its obligations under the Agreement. The Performance Guarantee shall be denominated in Indian

Rupees and shall be in the form of a Bank Guarantee issued by a scheduled bank located in India with at least one branch office in Patna in the format provided by BSEDC. The Performance Guarantee shall be returned to the Bidder within 30 days of the date of successful discharge of all contractual obligations at the end of the period of the Agreement by BSEDC. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

6. Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify Tenderer in writing of such condition and the cause thereof. Unless otherwise directed by Tenderer, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

7. Implementation Schedule

Sr NO	Activity	Completion Schedule
1	Issue of LOA (Letter of Acceptance) of Tender.	6 th March 2007
2	Site Preparation	At least 100 Schools per month and all

		1000 Schools by 30 th September 2007.
3	Dispatch of Hardware to the Centers.	At least 100 Schools per month and all 1000 Schools by 30 th September 2007.
4	Implementation and commissioning of the network and hardware	At least 100 Schools per month and all 1000 Schools by 30 th September 2007.
5	Acceptance test	At least 100 Schools per month and all 1000 Schools by 30 th September 2007.

Note: The bidder has to complete at least 100 Schools site or 90% of the School sites per District for acceptance test.

8.SLA Requirement

1. Service Level Agreement (SLA) is the contract between the BSEDC and the ICT@SCHOOL PROJECT Implementation Agency. SLA defines the terms of the operator's responsibility in ensuring the performance of the ICT@SCHOOL PROJECT based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators for ICT@SCHOOL PROJECT, which can be considered by the State in the Service Level Agreement with operator.
2. The Table below summarizes the Indicative Performance Indicators for the services to be offered by the ICT@SCHOOL PROJECT Operator. The detailed description of the performance indicators, SLA Terms and their definitions are discussed in the following sections.

S.No	Indicative SLA Parameter	SLA Target
1	Availability in PC & Servers during Prime School Hours	99.5 %
2	Internet Availability	90 %
3	Availability of IT trainer	90%

4	Availability of Help Desk during Prime Business Hours	99.5%
---	---	-------

3. ICT@SCHOOL PROJECT SLA Terms & Definitions

S.No	SLA Terms	Description
1	ICT@SCHOOL PROJECT Backbone	'ICT@SCHOOL PROJECT Backbone' refers to Hardware & Networking equipment (Including UPS and Generator), Software (System and Application), and Trainer
2	Uptime	'Uptime' refers to ICT@SCHOOL PROJECT backbone availability in School site. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100.
3	Prime Business / School Hours (PBH)	PBH refers to the prime network utilization period for ICT@SCHOOL PROJECT, which shall be typically starting from 08:00 hrs till 14:00 hrs Monday to Saturday or any other period to be defined by the BSEDC.
4	Planned Backbone Outage	'Planned Network Outage' refers to unavailability of hardware & network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the BSEDC and shall be notified to the School Head Master or Principal in advance (<i>at least five working days</i>).
5	Unplanned Network Outage	'Unplanned Network Outage' refers to an instance in which non-availability ICT@SCHOOL PROJECT Backbone for more than 3 consecutive Days.

a. Measurement of SLA

The Measurement of SLA shall be performed by a third party agency, independent of the ICT@SCHOOL PROJECT Operator, to be identified by the BSEDC.

b. SLA Reporting

For reports of performance of the ICT@SCHOOL PROJECT Backbone, the operator is required to submit monthly availability of Hardware / Software and other equipments installed at Schools site certified by the local school Head Master or Principal.

9. Penalties

The BOOT Operator shall be paid QGR as per the services (i.e. availability) provided to the tenderer.

Parameter	Availability during PBH	Penalty
Backbone	$\geq 99.5\%$	Nil
	Less by 1%	0.5% of the QGR
	Less by $>1\%$ but $< 2\%$	Additional 1% of the QGR
	Less by $>2\%$ but $<5\%$	Additional 2% for every %age
	Less by $>5\%$ but $<20\%$	Additional 2.5% for every %age
	$>20\%$	No payment
Internet	$\geq 90\%$	Nil
	Less by 1%	0.5% of the QGR
	Less by $>1\%$ but $< 2\%$	Additional 1% of the QGR
	Less by $>2\%$ but $<5\%$	Additional 2% for every %age

Parameter	Availability during PBH	Penalty
	Less by >5% but <20%	Additional 2.5% for every %age
	>20%	No payment
IT Trainer	>/= 90%	Nil
	Less by 1%	0.5% of the QGR
	Less by >1% but < 2%	Additional 1% of the QGR
	Less by >2% but <5%	Additional 2% for every %age
	Less by >5% but <20%	Additional 2.5% for every %age
	>20%	No payment
Help Desk	>= 99.5%	Nil
	Less by 1%	0.5% of the QGR
	Less by >1% but < 2%	Additional 1% of the QGR
	Less by >2% but <5%	Additional 2% for every %age
	Less by >5% but <20%	Additional 2.5% for every %age
	>20%	No payment

1. Penalties for delay in implementation

If the Operator fails to complete the Acceptance Test within the time period (s) specified in the implementation plan, BSEDC may, without prejudice to its other remedies under the Agreement, levy as Penalties, a sum equivalent to 0.25 % of the arithmetic sum of the guaranteed revenue for 75% of the overall site for the three years payable under the Agreement, for each week or part thereof of delay,

until actual delivery of performance. The maximum penalty for delay shall not exceed 2% of the arithmetic sum of three years Guaranteed Revenue for 90% of overall site. If the delay continues beyond 20 weeks, BSEDC may terminate the Agreement.

2. Operational Penalties

In the event the BOOT operator is unable to meet any one of the SLA parameters defined in this RFP for 10% or more of the operational School sites during two quarters in a year or five quarters during the three years of the contract, BSEDC reserves the right to terminate the contract.

3. Payment Terms

No payment shall accrue until after the performance guarantee bond has been furnished. The selected operator engaged shall be responsible to invest in the project to implement and operate the facilities, for a term of 3 years and on expiry of 3 years, the ownership of the Infrastructure will be transferred to BSEDC. During this period of 3 years, the operator shall have full responsibility for the delivery of the services, including all operational, maintenance, and management activities, etc.

The Operator shall be paid Minimum Guaranteed Revenue on quarterly basis in arrears at the end of each quarter for the School sites which have been accepted in the Acceptance Test by BSEDC based on the certificate provided by the Third Party Agency, at the rates specified by the Operator.

10. Quarterly Guaranteed Payment for Backbone

- a) The payment period will be through the contract period of three years, which would start from the date of issuance of Acceptance certificate after the Acceptance Test of the school site's as defined in the RFP.
- b) The selected operator shall be paid Guaranteed Revenue on quarterly basis at the end of each quarter for each school site which has been accepted in the Acceptance Test by BSEDC based on the certificate provided by the Third Party Agency, at the rates specified by the bidder. For conducting acceptance test at lot of 100 school sites or 90% of the School sites per district will be considered.
- c) Quarterly guaranteed payment for each school site shall include the procurement, implementation, operation and maintenance of equipments as specified in the requirements section of each school site along with providing the specified services for the entire service period.
- d) Eligible quarterly payments, for the school site accepted in the Acceptance Test shall become due from the date of issuance of Acceptance Certificate. The quarterly guaranteed revenue in the Agreement shall be adjusted in proportion to the actual number of school sites included in the Acceptance Test of ICT@SCHOOL PROJECT i.e. total revenue shall depend on the number of school sites.
- e) Prices indicated for each school site should include cost of all equipments for the specified school site, cost of installation, configuring, erection, commissioning, making equipment and services fully operational, maintaining and providing service for the next three years thereafter.
- f) The Selected operator shall make a payment request after the end of each quarter with the following supporting document:

- Acceptance certificate for inclusion of new school sites in QGR
- SLA compliance report as prepared by the Third Party Monitoring Agency

g) Bidder is expected to quote a rate for a single POP at each tier in the given proforma

Sr. No	Particulars	Total School	QGR per School in Rs.	Total QGR in Rs.
1	School Site	1000		
2	Directorate	1		
	Grand Total			

Note: Above prices should include all taxes, transport, insurance, installation etc as applicable at schools site (in each of 1000 schools). Conditional bids will be summarily rejected.

11. Representations and warranties

11.1. Representations and Warranties by the Bidder

- a. It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorisations to execute the Agreement and carry out the terms, conditions and provisions hereof;
- b. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof;
- c. It will have the legally valid and enforceable title to all Equipment as may be necessary for proper functioning and it will be free from all

encumbrances, liens, charges, any security interest and adverse claims of any description;

- d. The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers;
- e. There is no pending or threatened actions, suits or proceedings affecting the Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Bidder's ability to perform its obligations under the Agreement; and neither Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
- f. The Bidder confirms that all representations and warranties of the Bidder set forth in the Agreement are true, complete and correct in all respects;
- g. No information given by the Bidder in relation to the Agreement, project documents or any document comprising security contains any material mis-statement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of BSEDC or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;

- h. All equipment including material to be installed by the Bidder in the ICT@SCHOOL PROJECT shall be new and the product should not be de-supported or declared end of life within next 3 years. A certificate to that effect should be furnished from OEM. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.
- i. The warranties for all the equipment are valid for 3 years from the date of commissioning of the equipment at school sites.

11.2. Representations and Warranties by BSEDC

- a) It has full legal right; power and authority to execute the ICT@SCHOOL PROJECT and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- b) The Agreement has been duly authorized, executed and delivered by BSEDC and constitutes valid, legal and binding obligation of BSEDC.
- c) The execution and delivery of the Agreement with the Bidder does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to BSEDC, its assets or its administration.

11.3. Each Day during the Agreement

The Parties agree that these representations and warranties are taken to be made on each Day during the term of the Agreement.

11.4. No title to the equipment

The Bidder and BSEDC agree that BSEDC shall have no title to any of the equipment and construction/ pre-fabricated site & laid cables made available for delivery of services by the Bidder during the period of the Agreement. After 3 years, it shall be transferred to BSEDC.

12. Approval / Clearances

- a) Necessary approvals/ clearances from HRD for establishing the Computer Lab in schools shall be provided to the short listed Bidder.

13. Exit Management

1. Upon completion of the contract period or upon termination of the agreement for any reasons, the ICT@SCHOOL PROJECT Bidder shall comply with the following:
 - (a) notify to the BSEDC forthwith the particulars of all Project Assets;
 - (b) deliver forthwith actual or constructive possession of the ICT@SCHOOL PROJECT free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by the BSEDC for fully and effectively divesting the ICT@SCHOOL PROJECT Bidder of all of the rights, title and interest of the ICT@SCHOOL PROJECT Bidder in the ICT@SCHOOL PROJECT and conveying the ICT@SCHOOL PROJECT;
 - (c) Comply with the Divestment Requirements set out in Section 2 except in case if Termination of this Agreement is due to BSEDC Event of Default, Indirect Political Event or Political Event. In case of Termination due to BSEDC Event of Default, Indirect Political Event or Political Event, the ICT@SCHOOL PROJECT Bidder shall have implemented the maintenance schedule as well as any repairs pointed out by the Independent Consultant in its Operations & Maintenance

Inspection Report prior to date of Termination Notice. In case of Termination due to Non-Political Force Majeure Event, the Divestment Requirements shall be agreed between BSEDC and the ICT@SCHOOL PROJECT Bidder; and

- (d) pay all transfer costs and stamp duty applicable on hand back of project assets except in case the Project is being transferred due to BSEDC of Default, Indirect Political Event, Political Event or expiry of Concession period, where BSEDC shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable at transfer of ICT@SCHOOL PROJECT, if any.

2. Subject to clause 1 of exit management, upon completion of the contract period or upon termination of the agreement, the ICT@SCHOOL PROJECT Bidder shall comply and conform to the following Divestment Requirements in respect of the ICT@SCHOOL PROJECT:

- (i) all Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the ICT@SCHOOL PROJECT is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period;
- (ii) the ICT@SCHOOL PROJECT Bidder delivers relevant records and reports pertaining to the ICT@SCHOOL PROJECT and its design, engineering, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;
- (iii) the ICT@SCHOOL PROJECT Bidder executes such deeds of conveyance, documents and other writings as the BSEDC may reasonably require to convey, divest and assign all the rights, title and interest of the ICT@SCHOOL PROJECT Bidder in the ICT@SCHOOL PROJECT free from all Encumbrances absolutely and free of any charge or tax unto the BSEDC or its Nominee; and

- (iv) The ICT@SCHOOL PROJECT Bidder complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the ICT@SCHOOL PROJECT Bidder in the ICT@SCHOOL PROJECT free from all Encumbrances absolutely and free of any charge or tax to BSEDC or its nominee.
3. Not earlier than 3 (three) months before the expiry of the contract Period but not later than 30 (thirty) days before such expiry, or in the event of earlier Termination of the contract, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Consultant as nominated by the State Government shall verify, in the presence of a representative of the ICT@SCHOOL PROJECT Bidder, compliance by the ICT@SCHOOL PROJECT Bidder with the Divestment Requirements set forth in Section 2 in relation to the ICT@SCHOOL PROJECT and, if required, cause appropriate tests to be carried out at the ICT@SCHOOL PROJECT Bidder's cost for determining the compliance therewith. If any shortcomings in the Divestment Requirements are found by either Party, it shall notify the other of the same and the ICT@SCHOOL PROJECT Bidder shall rectify the same at its cost.
4. Upon the ICT@SCHOOL PROJECT Bidder conforming to all Divestment Requirements and handing over actual or constructive possession of the ICT@SCHOOL PROJECT to BSEDC or a person nominated by BSEDC in this regard, BSEDC shall issue a certificate substantially in the form set forth in RFP document, which will have the effect of constituting evidence of divestment of all rights, title and lien in the ICT@SCHOOL PROJECT by the ICT@SCHOOL PROJECT Bidder and their vesting in ICT@SCHOOL PROJECT pursuant hereto. Issue of such certificate shall not be unreasonably withheld by State Government. The divestment of all rights, title and lien in the ICT@SCHOOL PROJECT shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being

expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by State Government or its nominee on or in respect of the ICT@SCHOOL PROJECT on the footing as if all Divestment Requirements have been complied with by the Concessionaire.

SECTION 5

Schedule of Requirements

Section 5: Schedule of Requirements

1. Scope of Work

Physical Infrastructure Requirements:

Computer Lab:

The bidder has to undertake site preparation work in 1000 schools and one directorate. The bidder will be provided with 300 Sqft of constructed room, other site preparation like false roofing, flooring with vinyl floor has to be undertaken.

Electrical wiring:

The bidder has to undertake electrical wiring for PCs, Server, lighting, Fan, UPS, and Diesel Generator in 1000 Schools and one directorate.

Furniture & Fixtures:

The bidder has to undertake procurement of furniture for Computer Lab which can facilitate 10 PCs and One Server, One printer and other peripherals and other associated fixtures like tube light and fans in 1000 Schools and one directorate.

Diesel Generator:

The bidder has to provide ISO 9001 branded 5KVA Diesel Generator in 1000 Schools and one directorate.

UPS:

The bidder has to provide has to 3KVA line interactive ISO 9001 branded UPS with One Hour backup.

UTP Cabling for LAN:

The bidder has to undertake UTP Cabling for 10 PCs and One Server Local Area Network and has to provide 11 I/O boxes and other allied accessories.

Miscellaneous Items:

Wall clock of reputed brand (ISI mark)

Technology Infrastructure Requirements:

Personal Computers:

The bidder has to provide 10 PCs (detailed specs given separately) in 1000 Schools and one directorate.

Server:

The bidder has to provide 1 Server (detailed specs given separately) in 1000 Schools and one directorate.

Printer:

The bidder has to provide 1 Laser Printer (detailed specs given separately) in 1000 Schools and one directorate.

Scanner:

The bidder has to provide 1 Scanner (detailed specs given separately) in 1000 Schools and one directorate.

Switch:

The bidder has to provide 1 Switch (16 Port) (detailed specs given separately) in 1000 Schools and one directorate.

Internet:

The bidder has to provide PSTN or broadband (which ever is available in the location) in 1000 schools. The charges for internet connection will have to borne by the bidder.

Application Software Requirements:

- Tally Accounting Software
- Page Maker
- Coral Draw
- C complier

- Oracle 9i
- Anti-Virus
- Management Information System to manage operations in 1000 schools and also at central directorate level. The MIS software should be able generate period reports on availability of systems of students (Uptime, downtime etc.,) Asset management, and Maintenance management. The curriculum and marks obtained by individual students in 1000 schools to be maintained at school level and consolidated at directorate level.

Services:

- The bidder has to manage and operate the systems for the contracted period of 3 years, which includes maintenance of systems, loading of operating system and other allied software (these will be provided by BSEDC to the selected bidder), loading and checking for upgrades etc., in 1000 schools and one directorate.
- The bidder has to maintain the UPS and diesel generator located at school site for the period of contract. The diesel cost has to borne by the bidder.
- Course curriculum under this project would be based on NCERT guidelines and CBSE syllabus.
- Setting a Help Desk/Call Center Facility at Patna. The Help Desk would be operational Mon-Sat from 8AM to 4 PM. The purpose of Helpdesk is to Log any call relating to the operations and management of the project in 1000 schools. The Help Desk should be man by at least 10 people. The Help Desk should be located in the premises of Directorate for which directorate will provide space other infrastructure facilities to be created by the bidder.
- The bidder has to provide one overall incharge project manager and other support staff of managing the project for 3 years.
- Deploying support engineers to ensure the service level/ uptime agreed in the Service Level Agreement (SLA) at appropriate locations for maintenance, trouble-shooting and repair purposes

- The bidder has to train at least 5 teachers during the first year of operations on the hardware operations, system software and application software by the IT trainer in each of the 1000 schools.

**IT Training Delivery methodology:
Curriculum**

- **Class VIII**
 - 1. Fundamentals of Computers**
 - 2. Operating System**
 - 3. Introduction to windows**
 - 4. Fundamentals of Programming (Flow Chart)**
 - 5. Ms-Word**
- **Class-IX**
 - 1. Ms-Office**
 - (a) Ms Excel**
 - (b) Ms Power Point**
 - 2. Algorithm**
 - 3. IT Application**
 - 4. Ms Access**
- **Class-X**
 - 1. Networking Concept**
 - 2. HTML**
 - 3. Front Page**
 - 4. Ms-Project**
- **Class-XI**
 - 1. C-Compiler**
 - 2. RDBMS (oracle 9i)**
 - 3. Object Oriented Programming language(C++)**
 - 4. DTP-Page Maker**
 - 5. Visual Basic**

○ **Class-XII**

1 Accounting Package-Tally

2 Project Work

• **Course**

- Duration of the course will be one Academic year .
- Number of Teaching hours for IT Courses in each Class will be decided by Head Master/Principal of schools
- Course curriculum under this project would be based on NCERT guidelines and CBSE syllabus.

Indicative Bill of Material and Specification of equipment supplies:

SI No	Item	Specification	Item at each Location	No of Locations	Total Qty
1	Server (Trainers System)	Intel Pentium(p4 3 Ghz),512MB ECC DDR RAM,52XCombo Drive,72GB Ultra 100 SCSI Controller 1.44 MB FDD.AGP PS2 Mouse.USB Port4, 10/100 Mbps Ethernet with key Skin 15" SVGA Color Monitor dust Cover web Camera	1	1001	1001
2	Personal Computer as a node	Intel Pentium P4 3 Ghz Memory256MB DDR RAM 52X CDROM Drive,1.44MB FDD,40GBUATA 100MHz UDMA HDD AGP PS2	10	1001	10010

		<p>Mouse USb Port 4 10/100Mbps Ethernet Connectivity SharedVideo memory Multimedia With Stereo Speaker Keyboard with key Skin 15"SVGA Color monitor dust Covers with Pre loaded Window Starter</p>			
4	Anti Virus	<p>Pre loaded Norton/McAfee/Dr S/Trend Micro</p>	11	1001	11011
5	Laser printer	<ul style="list-style-type: none"> • Print Speed 25 ppm, Mono Laser Printer upto 1200X1200 dpi A4 size, 25.ppm. duplex • input Capacity-Upto 250 sheets • Duplex printing (printing on both side of paper)-Automatic (Standard) • Paper handling- Single sheet multipurpose input slot 250 sheet input tray • Media type -paper, envelop ,labels, cardstock ,transparencies. 	1	1001	1001

		<p>heavy media ,</p> <ul style="list-style-type: none"> • Memory-32MB • Connectivity Std-USB 2.0 compatible port, IEEE 1284-B compliant parallel port • inbuilt Processor (400 mhz /more) • A4 size, 25.ppm. duplex. 			
6	Scanner	<ul style="list-style-type: none"> •Up to 3600 dpi • Interfaces: Hi-Speed USB (compatible with USB 2.0 specifications) • Task speed: 4 x 6-in color photo to file: about 10 sec for multiple image scan, about 31 sec for single image scan; OCR 8.5 x 11-in text to Microsoft Word: about 33 sec; 4 x 6-in color photo to share/e-mail; about 34 sec for single image scan 	1	1001	1001
7	External Modem	56 kbps	1	1001	1001
8	Networking Components	<ul style="list-style-type: none"> • Non-manageable Switch • Number of port in Switch-16 • Data Switching 	1	1001	1001

		<p>Speed of Switch- 100mbps</p> <ul style="list-style-type: none"> • (3-Com/ Dlink/ DAX/ Linksys) • CAT-5e UTP Cable – as per requirements of the site • RJ 45 Connectors • Information Outlets with Surface mounting Box - As per reqts. of the site <p>Laying of cable with conduit pipe – as per actual</p>			
9	Wall Clock	ISI mark (branded)	1	1001	1001
10	UPS(3Kv a) with (One hour backup with Mainten ance free battery)	<p>3KVA Input System- 1phase ,Plus PE Rated Voltage 220 Vac,/230 Vac/240 Vac Voltage Range 160-300 vac full load 110 Vac, half Load, Frequency 50/60 Hz, output System 1-phase0020plus PE Power factor-.7 Voltage- 220Vac /230 Vac/240 Vac +- 2%,Dynamic Variation <5% in 20ms, Frequency 50/60 Hz+- .2Hz,inverter</p>	1	1001	1001

		overload Capacity 108% - 150% Bypass overload Capacity 300% for 5s Transfer Time Normal <-> battery 0ms DC component <- 200ms			
12	Generator(5Kva)	5KVA (Standard ISO 9001 Certified manufacture / ISI marked) branded	1	1001	1001
13	Furniture	Standard Computer Table, Printer Table, Computer Operator Chairs	10	1001	11011
14	Site Preparation (approx 900 sq feet)	Electrical Wiring, Earthing, Room lighting (including Fan) Dust Free room With false ceiling & floor preparation using Vinyl flooring	1	1001	1001
15	Software	<ul style="list-style-type: none"> All Software Mention in Curriculum Column C,C++,Tally7.2,Corel Draw 12 ,Page Maker, Oracle 9i for (for Client Server Architecture(1 server and 10 client) 	1	1000	1000
16	IT Trainer	Qualification BCA/MCA/Msc(IT)/BE(Computer) PGDCA (2-	1	1000	1000

		year)/equivalent			
17	Help Desk Personnel	Qualification BCA/MCA/Msc(IT)/BE(C omputer) PGDCA (2- year)/equivalent	10	1	10

Section 5

Annexure – Template

Section 6 Annexure – Template

Appendix -1 Bid Letter (Technical) Template

Date: dd/mm/yyyy

To,
<< Address >>

Reference: Tender Number Dated

Sir,

We hereby declare:

- i. We are the authorized agents of the manufacturers of the hardware equipment proposed in our solution.
- ii. That we are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of BSEDC.

We hereby offer to supply the equipment and provide the services at the prices and rates mentioned in the attached commercial bid.

In the event of acceptance of our bid, we do hereby undertake:

- i. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- ii. To undertake the project on LMT basis for a period of 3 years, for quarterly guaranteed revenue as mentioned in the financial bid.
- iii. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes. (Octroi and any local levies will be charged on actual on submission of proof of remittance.)

We enclose herewith the complete Technical Bid as required by you. This includes:

1. Bid particulars
2. This bid letter

3. Proposed detailed technical solution, details of equipment and services offered
4. Proposed Project Plan and Implementation Schedule
5. Statement of deviation from requirement specifications
6. Statement of deviation from tender terms and conditions
7. Schedule of delivery
8. Warranty
9. Manufacturer's authorization form(s)

We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by BSEDC and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

- i. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in section

OR *(Strike out whatever is not applicable)*

There are no deviations from the requirement specifications of tendered items and schedule of requirements.

- ii. The deviations from the terms and conditions of the tender are only those mentioned in section

OR *(Strike out whatever is not applicable)*

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Directorate and the person signing the tender is the constituted attorney.

Bid Security in the form of a Bank Guarantee issued by _____

(bank), valid till ___/___/_____ (dd/mm/yyyy), for an amount of **Rupees**

1.60 Crores (One Crore Sixty Lakhs) is enclosed in the cover containing pre-qualifying requirements.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

**Signature of Bidder (with
official seal)**

Date _____

Name _____

Designation _____

Address _____

Telephone _____

Fax _____

**E-mail
address** _____

Details of Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Appendix 2 – Bidder profile

Sr. No	Details	
1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit Documentary proof. Year and Place of the establishment of the Company	
6	Former name of the company, if any.	
7	Is the firm <ul style="list-style-type: none"> ➤ Government/ Public Sector Undertaking propriety firm ➤ partnership firm (if yes, give partnership deed) ➤ limited company or limited corporation ➤ member of a group of companies (if yes, give name and address, and description of other companies) 	

	<p>➤ subsidiary of a large corporation (if yes give the name and address of the parent organisation) If the company is subsidiary, state what involvement if any, will the parent company have in the project.</p>	
8	<p>Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.</p>	
9	<p>Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, Submit valid service tax registration certificate.</p>	
10	<p>Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.</p>	
11	<p>Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the officers. Total number of employees</p>	
12	<p>Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)</p>	
13	<p>How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?</p>	
14	<p>What type best describes your firm?</p>	

	(documentary proof to be submitted) <ul style="list-style-type: none">· Manufacturer· Supplier· System Integrator· Consultant· Service Provider (pl. specify details)· Software Development· Total solution provider (Design, Supply, Integration, O&M)· IT Company	
15	Number of Offices / Project Locations	
16	Do you have a local representation /office in Bihar? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office	
17	Do you intend to associate any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately.	
18	Please give details of Key Technical and Administrative staff who will be involved in this project, their role in the project, their Qualifications & experience and the certification attained (documentary proof to be submitted)	
20	Is your organization has SEI –CMM / ISO 9001 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
21	List the major clients with whom your	

	organization has been/ is currently associated.	
22	Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same.	
23	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
24	In how many projects you were imposed penalties for delay? Please give details.	
25	The bidder shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the bidder or any member of the Consortium. If nil, an undertaking from the bidder/ prime member of the consortium mentioning the same.	
26	Whether your organisation has Bank's certificate of solvency. If yes, submit documentary proof.	
27	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	

Appendix 3 Financial Information Summary

S. NO	Name of the Bidder	Turn Over (Rs. Crores)		
		03-04	04-05	05-06

Note : Please enclose balance sheet and profile & Loss statement.

Appendix -4 Manufacturer's Authorization Form

Date: dd/mm/yyyy

To,

Reference:

Sir,

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

Yours faithfully,

For and on behalf of M/s

_____ *(Name of the manufacturer)*

Signature

Name

Designation

Address

Date

Directorate Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Appendix 5 Firm Experience

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

Appendix 6 Team Composition and Task Assignments Summary

Name	Qualifications	Year of Experience	Area of Expertise	Task & Position Assigned

Appendix 7 Curriculum Vitae for Proposed Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]:
2. **Name of Firm** [*Insert name of firm proposing the staff*]:
3. **Name of Staff** [*Insert full name*]:
4. **Date of Birth:** **Nationality:**
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:
6. **Membership of Professional Associations:**
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
- 10 **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: To [Year]:

Employer:

Positions held:

<p>10. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:</p>
--	---

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]
Day/Month/Year

Full name of authorized representative:

Appendix 8 Statement of deviation from requirement Specification

Date: dd/mm/yyyy

To,

Reference:

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

OR (Strike out whatever is not applicable)

Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	REQ No.	Page No.	Statement of deviations and variations
1.				
2.				

Witness		Bidder	
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____
Directorate	_____	Directorate	_____
Date	_____	Date	_____

Directorate Seal

Appendix 9 Statement of deviation from tender terms and conditions

Date: dd/mm/yyyy

To,

Reference:

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

OR (Strike out whatever is not applicable)

Following are the deviations from the terms and conditions of the tender. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are acceptable to us.

S. No.	Section No.	Page No.	Para	Statement of deviations and variations
1.				
2.				

Witness

Signature _____
Name _____
Designation _____
Address _____
Directorate _____
Date _____

Bidder

Signature _____
Name _____
Designation _____
Address _____
Directorate _____
Date _____

Directorate Seal

Appendix 10 - Bid letter – Commercial

Date: dd/mm/yyyy

To,

Reference:

Sir,

We hereby declare:

- iii. We are the authorized agents of the manufacturers of the hardware equipment proposed in our solution.
- iv. That we / our principals (manufacturer) are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of Bihar

We do hereby undertake that, in the event of acceptance of our bid, the supply of equipment and commencement of services shall be made as stipulated in the schedule of delivery forming a part of the attached technical bid.

In the event of acceptance of our bid, we do hereby undertake that:

- iv. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- v. To undertake the project on LMT basis for a period of 3 years, for quarterly guaranteed revenue as mentioned in the financial bid.
- vi. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes. And Octroi and any local levies.

We enclose herewith the complete Commercial Bid as required by you. This includes:

1. This bid letter
2. Bid particulars
3. Statement of commercial deviation
4. Quarterly Guaranteed Payment

We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by BSEDC and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

- i. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in section 12.1.4

OR (Strike out whatever is not applicable)

There are no deviations from the requirement specifications of tendered items and schedule of requirements.

- ii. The commercial deviations of tendered items are only those mentioned in section 12.2.3.

OR (Strike out whatever is not applicable)

There are no commercial deviations.

- iii. The deviations from the terms and conditions of the tender are only those mentioned in section 12.1.5

OR (Strike out whatever is not applicable)

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Directorate and the person signing the tender is the constituted attorney.

Bid Security in the form of a Bank Guarantee issued by _____ (bank), valid till ___/___/_____ (dd/mm/yyyy), for an amount of Rupees One Crore Sixty Lakhs is enclosed in the cover containing pre-qualifying requirements.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Fax

E-mail address

Details of Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Appendix 11 - Appendix Statement of Commercial Deviation

Date: dd/mm/yyyy

To,

Reference:

Sir,

There are no deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements and hence there are no commercial deviations. The entire work shall be performed as per your specifications and documents.

OR (Strike out whatever is not applicable)

Following is the exhaustive list of commercial deviations and variations from the exceptions to the specifications and documents for the above mentioned tender. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	REQ No.	Page No.	Statement of deviations and variations
1.				
2.				

Witness

Bidder

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Director

Director

rate

ate

Date

Date

Directorate Seal

Appendix 12 - Quarterly Guaranteed Payment for School sites

Sr. No	Particulars	Total School	QGR per School in Rs.	Total QGR in Rs.
1	School Site	1000		
2	Directorate	1		
	Grand Total			

Note: Above prices should include all taxes, transport, insurance, installation etc as applicable at schools site (in each of 1000 schools). Conditional bids will be summarily rejected.

Witness		Bidder	
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____
Directorate	_____	Directorate	_____
Date	_____	Date	_____

Directorate Seal

Component wise pricing

Brief particulars of the goods and services, which shall be supplied/ provided by the Bidder, are as under:

SI No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
1	Server (Trainers System)	Intel Pentium(p4 3 Ghz),512MB ECC DDR RAM,52XCombo Drive,72GB Ultra 100 SCSI Controller 1.44 MB FDD.AGP PS2 Mouse.USB Port4, 10/100 Mbps Ethernet with key Skin 15" SVGA Color Monitor dust Cover web Camera	1	1001				
2	Personal Computer	Intel Pentium P4 3 Ghz Memory256MB DDR RAM	10	10010				

SI No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
	as a node	52X CDROM-Drive,1.44MB FDD,40GBUAT A 100MHz UDMA HDD AGP PS2 Mouse USB Port 4 10/100Mbps Ethernet Connectivity SharedVideo memory Multimedia With Stereo Speaker Keyboard with key Skin 15"SVGA Color monitor dust Covers with Pre loaded Windows Starter						
4	Anti	Pre loaded	11	11011				

Sl No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
	Virus	Norton/McAfee /Dr S/Trend Micro						
5	Laser printer	<ul style="list-style-type: none"> • Print Speed 22 ppm, print Quality-black upto 1200X1200 dpi, • input Capacity -Upto 250 sheets, • Duplex printing (printing on both side of paper)- Automatic 	1	1001				

SI No 1	Item 2	Specification 3	Item at each Location 4	Total Qty 5	Unit Price In Rs 6.	Taxes and other charges in Rs 7.	Total Amt 8	Total Amt X Total Qty (6X8)
		(Standard) <ul style="list-style-type: none"> • Paper handling - Single sheet multipurpose input slot 250 sheet input tray • Media type - paper, envelop, labels, cardstock, transparencies. heavy media , • Memory- 						

SI No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
		16 MB <ul style="list-style-type: none"> Connectivity Std-USB 2.0 compatible port, IEEE 1284-B compliant parallel port 						
6	Scanner	<ul style="list-style-type: none"> Up to 3600 dpi Interfaces: Hi-Speed USB (compatible with USB 2.0 specifications) Task speed: 4 x 6-in color photo to file: about 10 sec for multiple image scan, about 31 sec 	1	1001				

SI No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
		for single image scan; OCR 8.5 x 11-in text to Microsoft Word: about 33 sec; 4 x 6-in color photo to share/e-mail; about 34 sec for single image scan						
7	External Modem	56 kbps	1	1001				
8	Networking Components	<ul style="list-style-type: none"> • Non-manageable Switch • Number of port in Switch- 16 • Data 	1	1001				

SI No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
		Switching Speed of Switch-100mbps <ul style="list-style-type: none"> • (3-Com/Dlink/DAX/Linksys) • CAT-5e UTP Cable – as per requirements of the site • RJ 45 Connectors • Information Outlets with Surface mountin 						

SI No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
		g Box - As per repts. of the site Laying of cable with conduit pipe – as per actual						
9	Wall Clock	ISI mark (branded)	1	1001				
10	UPS(3Kva) with (One hour backu p with Maint enanc e free batte ry)	3KVA Input System- 1phase ,Plus PE Rated Voltage 220 Vac,/230 Vac/240 Vac Voltage Range 160-300 vac full load 110 Vac, half Load, Frequency 50/60 Hz, output System	1	1001				

SI No 1	Item 2	Specification 3	Item at each Location 4	Total Qty 5	Unit Price In Rs 6.	Taxes and other charges in Rs 7.	Total Amt 8	Total Amt X Total Qty (6X8)
		1-phase0020plus PE Power factor-.7 Voltage- 220Vac /230 Vac/240 Vac +- 2%,Dynamic Variation <5% in 20ms, Frequency 50/60 Hz+- .2Hz,inverter overload Capacity 108% -150% Bypass overload Capacity 300% for 5s Transfer Time Normal <-> battery 0ms DC component <- 200ms						

SI No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
12	Generator(5Kva)	5KVA (Standrad ISO 9001 Certified manufacture / ISI marked) branded	1	1001				
13	Furniture	Standard Computer Table, Printer Table, Computer Operator Chairs	11	11011				
14	Site Preparation (approx 900 sq feet)	Electrical Wiring, Earthing, Room lighting (including Fan) Dust Free room With false ceiling & floor preparation using Vinyl flooring	1	1001				

SI No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
15	Software	<ul style="list-style-type: none"> All Software Mention in Curriculum Column C,C++,Tally7.2,Corel Draw 12,Page Maker, Oracle 9i for (for Client Server Architecture(1 server and 10 client) 	1	1001				
16	IT Trainer	Qualification BCA/MCA/Msc(1	1000				

Sl No	Item	Specification	Item at each Location	Total Qty	Unit Price In Rs	Taxes and other charges in Rs	Total Amt	Total Amt X Total Qty (6X8)
1	2	3	4	5	6.	7.	8	
		IT)/BE(Computer) PGDCA (2-year)/equivalent						
17	Help Desk Personnel	BCA/MCA/Msc(IT)/BE(Computer) PGDCA (2-year)/equivalent	10	10				

Witness

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Bidder

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Directorate Seal

**Appendix 13: Bank Guarantee- for Earnest Money Deposit
To
The Managing Director
Bihar State Electronics Development Corporation Limited
Government of Bihar
BELTRON Bhavan, Shastri Nagar,
Patna**

Whereas(hereinafter called "the Bidder") has submitted its Bid dated (Date of submission of Bid) for execution of ICT@School Project in terms of the Tender dated issued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called "the Bid").

Whereas as per Clause 7 Section 3 of the Bid, the Bidder is required to furnish a bank guarantee as Earnest Money Deposit from a scheduled commercial bank (Bank Guarantee)

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

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder
 - (a) Withdraws its Bid proposal during the period of Bid validity specified by the Bidder on the Technical Proposal Cover Letter; or
 - (b) Having been notified of the acceptance of its Bid by the Managing Director, Bihar State Electronics Development Corporation Limited during the period of Bid Proposal validity:
 - (i) Fails or refuses to enter into the Contract; or

- (ii) Fails or refuses to furnish the performance guarantee, in accordance with the Terms of Reference of the Tender document issued to the Bidders.

The Guarantor Bank shall immediately on demand pay the Managing Director, Bihar State Electronics Development Corporation Limited without any demur and without the Managing Director, Bihar State Electronics Development Corporation Limited having to substantiate such demand a sum of Rs 1.60 Crores (One Crore Sixty Lakhs) (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Electronics Development Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the Managing Director, Bihar State Electronics Development Corporation Limited and the Bidder or any other person.
3. The demand of the Managing Director, Bihar State Electronics Development Corporation Limited on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director, Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs 1.60 Crores (One Crore Sixty Lakhs).
5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director, Bihar State Electronics Development Corporation Limited.

6. To give full effect to the Guarantee contained herein, the Managing Director, Bihar State Electronics Development Corporation Limited shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.

7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.

8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director, Bihar State Electronics Development Corporation Limited in writing or up to and including One Hundred and Eighty (180) days after the period of the Bid Proposal validity, i.e. up to _____2007, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day2004....

Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

Appendix 14: Performance Bank Guarantee Format.

To

The Managing Director

Bihar State Electronics Development Corporation Limited

Government of Bihar

BELTRON Bhavan, Shastri Nagar,

Patna

Whereas(hereinafter called "the Bidder") has submitted its Bid dated (date of submission of Bid) for execution of Bihar State Data Center Project and Facility Management Services project in terms of the Tender dated issued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called "the Bid").

Whereas as per Section 5 Clause 5 of the Bid, the Bidder is required to furnish a bank guarantee as Performance Guarantee from a scheduled nationalised bank (Bank Guarantee)

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

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder

(a) having been notified of the acceptance of its Bid by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, during the period of Bid Proposal validity:

(i) fails to perform as per the contract obligations.

(ii) On invoking of Section 5 Clause 14 "Termination for Default";

The Guarantor Bank shall immediately on demand pay the Managing Director of Bihar State Electronics Development Corporation Limited, Patna,, without any demur and without the Managing Director, Bihar State Electronics Development Corporation Limited having to substantiate such demand a sum of Rs ____ Lakhs (_____ Lakhs) (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Electronics Development Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the Managing Director of Bihar State Electronics Development Corporation Limited, and the Bidder or any other person.
3. The demand of the Managing Director of Bihar State Electronics Development Corporation Limited, on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director of Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs ____ Lakhs (_____ Lakhs).
5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director of Bihar State Electronics Development Corporation Limited.

6. To give full effect to the Guarantee contained herein, the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director of Bihar State Electronics Development Corporation Limited, in writing or up to and including 5 year from the date of signing of contract, i.e. up to _____2007, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day2005....

Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank

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

Appendix 15: Template for Pre-bid Conference queries / Clarifications.

RFP purchase no:

Date:

Name of the Bidder:

Address:

Telephone Nos:

Fax No:

Mobile No:

Email ID:

Sl No:	Particulars of the query / clarification	Clause No:___ Section No:___	Corresponding page no in the RFP Document	Remarks
1				
2				
3				
4				

Authorized Signatory

Designation

(If the queries / clarifications are submitted through e-mail, the bidder should send the queries / clarifications through official e-mail IDs only.)