

**Request for Proposal (RFP)**

**For Selection of Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I , II & III for a period of 1 year in West Bengal**

**e- Tender No WEBEL/EOT/COM/22-23/00055  
DATED 29-09-2022**

Issued by

**West Bengal Electronics Industry Development Corporation Limited  
Webel Bhavan  
Block-EP &GP, Salt Lake  
Kolkata-700091**

**On behalf of  
School Education Department  
Government of West Bengal**

**NOTICE INVITING ELECTRONIC TENDER**

The Tendering Authority (WBEIDC Ltd) on behalf of School Education Department, (Govt. of West Bengal) invites e-Tender for Selection of Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I, II & III for a period of 1 year in West Bengal

<b>Name of the Project</b>	<b>Tender Document Cost in INR ( Non-Refundable)</b>	<b>Earnest Money Deposit in INR (Refundable)</b>	<b>Las Date of Bid Submission (online)</b>	<b>Technical Bid Opening (Online)</b>
Request for Proposal (RFP) For Selection of Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I , II & III for a period of 1 year in West Bengal	Rs. 15,000/= To Be Submitted Online	Rs. 50,00,000/= per bidding Zone to be submitted online/Offline	19-10-2022	21-10-2022

**Other Important points:**

1. Intending bidder has to download the tender document from the website <https://etender.wb.nic.in> directly by the help of Digital Signature Certificate.
2. Both technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the Website. The Financial Bid will also be downloaded from Web Site.
3. The successful bidder shall be selected through Quality and cost-based Selection (QCBS) method. Where both technical evaluation score and financial bid value will be taken into consideration as per the detailed process and criteria laid down in this RFP.
4. Tender Document Fee: The prospective bidders shall have to procure the tender document from West Bengal Electronics Industry Development Corporation Limited paying **Rs.15,000/-** (Rupees Fifteen Thousand Only) through net banking or through RTGS/NEFT in the portal of

the website: <https://wbtenders.gov.in> as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.

5. Earnest Money: The amount of Earnest Money is **Rs. 50 Lakhs (Rupees Fifty Lakhs only) for each bidding division** in the form of Demand Draft/Bank Guarantee / Fixed Deposit/ net banking or through net banking or through RTGS/NEFT in the portal of the website: <https://wbtenders.gov.in> as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.

### **1. Introduction**

The ICT Policy in School Education aims at preparing youth to participate creatively in the establishment, sustenance, and growth of a knowledge society leading to all round socio-economic development of the nation and global competitiveness. Main vision of ICT @ School project is to provide Computer Literacy & Computer Aided Education in Secondary & Hr. Secondary Schools.

The Mission of the same is to Devise, catalyze, support and sustain ICT and ICT enabled activities and processes in order to improve access, quality and efficiency in the school system. Our Mission is to spread knowledge of computer and computer aided education across the state covering all the schools and maximum students of the State.

The goal of the program is to create Universal, equitable, open and free access to state-of-the-art ICT and ICT enabled tools and resources to all students and teachers. Development of local and localized quality content and enable students and teachers to partner in the development and critical use of shared digital resources. Development of professional networks of teachers, resource persons and schools to catalyze and support resource sharing, up gradation, and continuing education of teachers; guidance, counseling and academic support to students; and resource sharing, management and networking of school managers and administrators, resulting in improved efficiencies in the schooling process. Research, evaluation and experimentation in ICT tools and ICT enabled practices in order to inform, guide and critically utilize the potentials of ICT in school education.

The Tendering Authority (WBEIDCL on behalf of School Education Department, Govt. of West Bengal) is inviting a RFP for Selection of Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I, II & III for a period of 1 year in West Bengal.

*West Bengal Electronics Development Corporation Ltd (WBEIDCL) vide it's **NIT No: WIL/TNDR/2017/ICT/001 dated 23/02/2017** had invited a RFP for Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools and under BOOT Model in an efficient and effective manner on Build Own Operate and Transfer (BOOT) Model for five years. The schools were divided in three zones. The project was implemented on 'BOOT' model in each school falling in particular zone for initial period of 5 years.*

*Two BOOT Operators/agencies were selected through e-tendering process. The first agency was selected to implement the ICT@ school project in 2442 schools under Zone 1 and Zone 2 schools and the second agency was selected to implement the same in 1144 schools under Zone 3. MoUs for implementation of ICT@School was also signed accordingly for 5 yrs.*

The project is presently running successfully, and the period of five years tenure is going to end between September 2022 to March 2023. The feedback received from various schools have been very encouraging and many HMs /TICs of the project schools have given very positive feedback on the continuity of the project to make it sustainable in future

The Phase wise Project Go live dates of the project are indicated below:

<b>Number of Schools</b>	<b>Project Division</b>	<b>Project Go Live Date</b>	<b>Project Completion Date</b>
1099	Division 1	01.10.2017	30.09.2022

901	Division 2	01.10.2017	30.09.2022
902	Division 3	01.11.2017	31.10.2022
153	Division 3	01.01.2018	31.12.2022
87	Division 3	16.02.2018	15.02.2023
2	Division 3	12.03.2018	11.03.2023
84	Division 1	01.04.2018	31.03.2023
358	Division 2	01.04.2018	31.03.2023
<b>Total Schools = 3586</b>			

Since the period of five years tenure is going to end between September 2022 to March 2023; so WBEIDCL; on behalf of the Department of School Education, Govt of West Bengal now wants to engage an agency/agencies who shall provide services pertaining to continuity of ICT lab functioning and other education services under the scope of the project in the 3586 schools under 3 zones for a duration of One year. The Department vide Memo No.250-SE (P&B)/ SED-18099/29/2022-PB SEC-Dept. of SE dated 26.08.2022, has been mandated to follow e tender process for selection of agency/agencies for implementation of the project

The initial duration of this agreement/contract shall be One year from the date of award of Tender which may be extended subject to the approval of the Government of West Bengal through a price discovery mechanism at the prevailing market rates.

The genesis behind the project was to provide effective and quality education through ICT at remote corners of the schools of West Bengal and to fulfill the dream of the rural students by facilitating modern age Technology Based Education in teaching and learning curve

- Facility to provide Service Continuity of equipment, furniture and provision of services at 3586 ICT Labs in Schools under Zone I, Zone II and Zone III including Computer Education Services ( electricity, internet, consumables etc.) at 3586 ICT Labs under the ICT @ Schools Scheme & provide the existing multimedia e-content as per the state board syllabus
- Monitoring & Supervision, Evaluation and Management of the project through web-based monitoring facility & online MIS for performance tracking of the entire project. The bidder will have to provide online MIS solution (Dashboard) for monitoring and usage of all components

under ICT project such as software, hardware etc. The MIS should be made operational within 45 days from the date of signing of agreement between the WBEIDCL and successful bidder. The MIS may be modified later on as per the recommendations of the WBEIDCL. The reports generated from MIS will be used to analyze the outcome of the ICT project. The MIS should generate reports regarding the outcome reflecting short comings, achievement as well as suggestions for improvement. The concerned Head of Institution (School) will keep the copies of various reports for office records

The equipment installed in each of the 3586 Schools, Computer Hardware, Connected Accessories, installation of Software and other allied accessories (i.e., Desktop PCs, multifunctional printers, UPS, projector, etc.), furniture and fixtures, electrical fittings, power back up facilities, LAN, etc. and upkeep of equipment and provision of Computer Education Services is indicated in the list of all equipment along with its make and model under the Scope of Work of this RFP

Zone wise detail of District and number of Schools are given below

<b>Sl#</b>	<b>District Covered</b>	<b>No of Zones/Divisions</b>
1	Purba Medinipur, Paschim Medinipur, Bankura, Purulia, Birbhum	1183
2	North 24 Parganas, South 24 Parganas, Kolkata, Howrah & Hooghly	1259
3	Darjeeling, Kalimpong, Jalpaiguri, Alipurduar,Uttar Dinajpur, Dakshin Dinajpur,Coochbehar, Maldah, Murshidabad, Nadia & Burdwan	1144

**Objectives:**

- a) To establish an enabling environment to promote the usage of ICT especially in rural areas. Critical factors of such an enabling environment include widespread availability of Computer infrastructure, internet/Broadband connectivity and promotion of ICT literacy.
- b) To ensure the availability of quality content online and through client server architecture.
- c) Enrichment of existing curriculum and pedagogy by employing ICT tools for teaching and learning.
- d) To enable students to acquire skills needed for the digital world for higher studies and gainful employment.
- e) To provide an effective learning environment for children with special needs through ICT

tools.

- f) Promote critical thinking and analytical skills by developing self-learning skills of the learner leading to student-centric learning.
- g) To promote the use of ICT tools in distance education, including the deployment of audiovisual medium etc.

The Technical and Financial evaluation will be done separately for each bidder for each of the 3 zones/divisions. The successful bidder shall be selected through Quality and cost-based Selection (QCBS) method, where both technical evaluation score and financial bid value will be taken into consideration as per the detailed process and criteria laid down in this RFP. The successful Bidder will be awarded the work for the schools in each of the Zones/divisions based on the Techno-commercially highest score which would be identified through Quality cost Basis Evaluation Criteria (QCBS) evaluation method.

## **2. Overall Objective**

The Primary Objective of this RFP is to solicit proposals from Bidders for participation in Bid process of bidding for providing Continuation of Education Services in 3586 Secondary and higher Secondary Schools under Zone I, II & III for a period of 1 year in West Bengal

The Selected bidder, henceforth called 'Agency/ies' will be responsible providing Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I, II & III for a period of 1 year in West Bengal

## **3. Schedules and Critical dates**

<b>1.</b>	<b>Tender No. &amp; Date</b>	<b>WEBEL/EOT/COM/22-23/00055, DATED 29-09-2022</b>
<b>2.</b>	<b>Tender Version</b>	<b>1.0</b>
<b>3.</b>	<b>Brief description of project</b>	<b>Request for Proposal (RFP) For Selection of Agency for Continuation of services under Implementation of Integrated Computerized Education</b>

		using Information & Communication Technology (ICT) in 3586 Schools under Zone I, II & III for a period of 1 year in West Bengal.
4.	Tender issuing entity	West Bengal Electronics Industry Development Corporation Limited (WBEIDC LTD.)
5.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	29-09-2022
6.	Documents download start date (Online)	29-09-2022
7.	Query submission start date	30.09.2022
8.	Query submission end date	11.10.2022, 15.00 hrs.
9.	Pre-bid meeting (Offline)	12.10.2022, 12.00 hrs. Venue- Board Room, Webel Bhavan
10.	Bid Submission start date & time (On line)	14.10.2022, 17:00 hrs.
11.	Bid Submission closing date & time (On line)	19.10.2022, 12:00 hrs.
12.	Bid opening date & time for Technical Proposals (Online)	21.10.2022, 15.00 hrs.
13.	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any).	Date: To be notified later
14.	Date and Time for opening of Financial Bid (Online)	Date: To be notified later
15.	Contact Persons for Pre-Bid queries	Technical Queries- 1- Shri Puspall Ghosh, GM(EDU) <a href="mailto:puspal.ghosh@webel-india.com">puspal.ghosh@webel-india.com</a>



		<p>2- Shri Sourav Sinha Asst. Manager (EDU)  <a href="mailto:sourav.sinha@webel-india.com">sourav.sinha@webel-india.com</a> ,</p> <p>Commercial Queries</p> <p>1- Shri Pratul Show, GM (Commercial),  <a href="mailto:pratul.show@webel-india.com">pratul.show@webel-india.com</a></p> <p>2- Shri Kausik Halder, Asst. Manager (Commercial) ,  <a href="mailto:halder.kausik@webel-india.com">halder.kausik@webel-india.com</a></p>
16.	Evaluation method	The proposal shall be evaluated using QCBS method as detailed out in clause 13 (Tender Evaluation ) in this RFP
17.	Method for obtaining RFP	The RFP will be published in leading regional print media.
18.	Language of application	English
19.	Application validity	As decided by the issuing authority

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

#### 4. Instructions to the Bidders

##### 4.1. General:

- (a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- (b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the WBEIDCL on the basis of this RFP.
- (c) No commitment of any kind, contractual or otherwise shall exist unless and until a

formal written contract has been executed by or on behalf of the *WBEIDCL*. Any notification of preferred bidder status by the *WBEIDCL* shall not give rise to any enforceable rights by the Bidder. The *WBEIDCL* may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the *WBEIDCL*

- (d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

**4.2. Compliant Tenders / Completeness of Response:**

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

**4.3. Pre-bid Meeting & Clarifications:**

- (a) *WBEIDCL* shall hold a pre-bid meeting with the prospective bidders on date and time as mentioned "**Schedules and Critical dates**" and will be held at the Board Room, West Bengal Electronics Industry Development Corporation Limited - Webel Bhavan, Block-EP &GP, Salt Lake, Kolkata-700091 before 12 :00 Hrs. on 12-10-2022
- (b) The Bidders will have to ensure that their pre bid queries on this RFP should reach to the Authorised Officer by post, facsimile or email before 24 hrs from the date and time of Pre-Bid meeting as mentioned above. The queries received after due date and time may not be considered. The contact details of the Authorized Officer is given below:

Mr. Sourav Sinha  
Assistant Manager  
West Bengal Electronics Industry Development Corporation Limited  
Webel Bhavan, Block-EP &GP, Salt Lake, Kolkata-700091  
Mob: 9874311110  
e-mail: [sourav.sinha@webel-india.com](mailto:sourav.sinha@webel-india.com)

The queries should necessarily be submitted in the following format:

Name of Prospective Bidder- .....

Name and Contact number of representative-.....

Email ID- .....

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

**4.4. Responses to Pre-Bid Queries & Issue of Corrigendum:**

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

**4.5. Key Requirements of the Bid:**

**4.5.1. Right to Terminate the Process:**

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

**4.5.2. RFP Document Fees:**

RFP can be downloaded from <https://wbtenders.gov.in> on or before date and time as mentioned in the 'Schedules and Critical date's table

- (a) The prospective bidders shall have to procure the tender document from West Bengal Electronics Industry Development Corporation Limited paying **Rs.15,000/- (Rupees Fifteen Thousand Only)** through net banking or through RTGS/NEFT in the portal of the website: <https://wbtenders.gov.in> as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.
- (b) Earnest Money: The amount of Earnest Money is Rs. 50 Lakhs (Rupees Fifty Lakhs only) for

each bidding division in the form of Demand Draft/Bank Guarantee / Fixed Deposit/ net banking or through net banking or through RTGS/NEFT in the portal of the website: <https://wbtenders.gov.in> as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal. Also the Demand Draft/Bank Guarantee / Fixed Deposit is to be submitted physically at the office of West Bengal Electronics Industry Development Corporation Limited - Webel Bhavan, Block-EP &GP, Salt Lake, Kolkata-700091 before 12:00 hrs. on 19-10-2022 by the bidders

EMD of all unsuccessful bidders would be refunded by WBEIDCL within 1 month of the selection of successful bidder. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided.

- (b) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- (c) The Tender / proposal submitted without EMD, mentioned above, will be summarily rejected.
- (d) The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity
- In case of a successful bidder, if the bidder fails to sign the contract or provide performance bank guarantee in accordance with this RFP.

- (e) Account Detail of WBEIDCL (must be used if required by Bank for issuing BG)

**Account Name: West Bengal Electronics Industry Development Corporation**

**Name of Bank: State Bank of India, Branch: Middleton Row**

**Account Number: 11044339869**

**IFSC Code: SBIN0001122**

#### **4.5.3. Submission of Responses**

- a. The tender should be submitted through <https://wbtenders.gov.in> directly by the help of Digital Signature Certificate. No other form of tender submission will be valid for evaluation.
- b. Request from the bidder in respect of additions, alterations, modification, corrections etc. of both terms and conditions or rates after opening of the tender will not be considered.

- c. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- d. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users
- e. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in the RFP. The bidders shall upload the attested scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in proper order. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their Correctness / authenticity.
- f. The tender opening and evaluation will be done online. Any corrigendum or addendum will be published on e-tender website only.
- g. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

**(h) SIGNING OF BID:**

- a. The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
- b. No relaxation in any eligibility criteria is applicable.
- c. All papers in technical Bid must be signed and Stamped without which Bids may be summarily rejected.

**4.5.4. Authentication of the Tenders**

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

**4.6. Preparation and Submission of Proposal**

**4.6.1. Proposal Preparation Costs**

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by WBEIDCL to facilitate the evaluation process, and in negotiating a definitive contract or all such

activities related to the bid process.

- b) WBEIDCL Division will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**4.6.2. Language**

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

**4.6.3. Venue & Deadline for Submission of proposals**

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

**4.6.4. Late Bids**

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

**4.7. Period of Validity of Bid**

- i. The bid shall remain valid for **180** days. For purpose of calculation of 180 days, it is to be taken as **T + 180** calendar days, where T is the date of Technical Bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.
- ii. In exceptional circumstances, WBEIDCL may solicit bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

**5. Scope of Work**

The Bidder is required to provide Continuity of education services using Information & Communication Technology (ICT) in 3586 Schools under Zone I, II & III for a period of 1 year in West Bengal. The list of existing equipment in ICT labs is indicated below:

**(a) AT SCHOOLS UNDER ZONE I & II ( TOTAL: 1183+1259 = 2442 SCHOOLS)**

Sl. No.	Item Name	Make	Model	Quantity per school
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1	Desktop Computer with WLAN	ACER	G4620	10
2	Laser Multi-Function Device (MFD)	HP	HP Laser Jet Pro M26NW	1
3	Multimedia Projector	ACER	S 1285N DLP XGA	1
4	Web Camera	Zebronics	HD - CRISP	1
5	Wireless Access Point cum Router	D-Link	DIR 600M	1
6	600VA UPS for Desktop PC	Novateur	Numeric 600VA LI UPS	10
7	2KVS UPS for Projector & MFD	Novateur	Numeric 2KVA LI UPS	1
8	Computer Table	Uma Plastics Ltd	Swagath	10
9	Computer Chair	Uma Plastics Ltd	Swagath	20
10	Computer Table for MFD w/storage	Uma Plastics Ltd	Swagath	1

**(b) AT SCHOOLS UNDER ZONE III ( TOTAL: 1144 SCHOOLS)**

Sl. No.	Item Name	Make	Model	Quantity per school
1	Desktop Computer with WLAN	ACER	Veriton M2640G	10
2	Laser Multi-Function Device (MFD)	HP	HP U26nw	1
3	Multimedia Projector	BenQ	Benq Short throw projector MX 806ST	1
4	Web Camera	Zebronics	Crisp HD2 Plus	1
5	Wireless Access Point cum Router	TP-Link	TLWR-740N	1
6	600VA UPS for Desktop PC	iBall	iBall Nirantar UPS 1080v	10
7	2KVS UPS for Projector & MFD	UNILINE	2kva Smart Line	1
8	Computer Table	Uma Plastics Ltd	Swagath	10
9	Computer Chair	Uma Plastics Ltd	Swagath	20
10	Computer Table for MFD w/storage	Uma Plastics Ltd	Swagath	1

The bidder will upkeep all the equipment of the exiting ICT labs during the contract period. The Bidder shall ensure supervision of the entire work of the IT infrastructure of the Schools by way of appointing supervisory role function.

Above Continuation of Educational services work will include -



- Computer Hardware Support : extend support to Computer Hardware Facility of the Schools and will provide comprehensive onsite maintenance support (Configuration and Maintenance) for the Desktop Computers, and accessories like printers, and webcams, Projectors etc. through concerned support engineers/suppliers/vendors/its own authorized service provider.
- Software Support: extend support for the Software installations in the Schools and will provide comprehensive support (Configuration and Maintenance) of Operating Systems and Application Software and such other application software related to the Schools through concerned support engineers/suppliers/vendors/ its own authorized service provider
- Helpdesk Support & complaint resolution mechanism: The bidder will extend Helpdesk Support to the users i.e. learners, teachers etc. and will ensure that, the hardware and peripherals are functioning properly. A complaint resolution mechanism is to be put up in place by the bidder to attend to the complaints regarding the failure of equipment in ICT Lab or non-availability/non-supply of consumables in the Schools. The bidder will have to establish a help desk at the State Level, which shall remain open from 9 AM to 5 PM besides this at least ONE dedicated toll free number (from all network) should be provided to lodge complaint during the mentioned working hours. The bidder will also have to appoint/engage requisite number of manpower/support engineers for quick rectification of the hardware/software. At the time of signing of agreement, the bidder will have to provide the information such manpower deployed along with the telephone numbers. The bidder has to maintain a stock point of all spare parts of hardware used in the project for immediate replacement

**Computer Education Services** (Training, Internet, Consumables, Electricity etc.) to be provided as per the requirement

**Teacher Training:** Bidders should also arrange to impart computer training to teachers and non-teaching staff in each school. The mandatory trainings include Refresher training for an average of 10 teachers per school for 5 days.

#### **Internet Service**

- Telecom Services Provider: BSNL/Airtel/Jio/VI any Other Indian Telecom Service Provider/Providers (easy to Deploy with installed OS)
- The Internet connection must be available throughout the project period either

through Wi -Fi/Broadband/4G

- Internet Service to be provided to school may be wired or wireless with wireless access point (WAP)/Wi-Fi router to make the ICT Lab a Wi-Fi Zone
- It should be configured in such a way that internet is accessible from each and every client simultaneously, with Wifi enabled access feature so that devices outside of lab network can access internet as well.
- The Internet connection must be done in such a way that it can be accessed by the ICT Lab Classroom computing device (Laptop/Computer Desktop)
- The Bill of Internet charges (for schools, from ISP) must be submitted by agency along with invoice for payment without which payment will not be processed.

#### **5.2.1. Computer Education consumables**

The bidder shall provide the following registers at each of the schools

- i. Stock Register,
- ii. Consumables Register,
- iii. Down Time and Movement Register
- iv. Instructor's Attendance Register. (for all Schools as mentioned)

The bidder shall provide all the other consumables such as printer toner, A4 paper and pen drive of 16 GB as per the requirements of school during the contract period without any extra cost

#### **5.2.2. Electrical Connection**

- i. The basic Electric connection will be provided by the School in the ICT Lab. Other additional electric fitting materials within the computer lab shall have to be maintained by the Bidder.
- ii. The sub-meter will be maintained by the bidder in all schools.
- iii. The electricity bill of the computer lab will be paid by the Bidder to the school at the end of every Quarter.

## 6. Terms and Conditions

### 6.1 General Terms

- i. The successful bidder/contractor shall maintain the hardware, software and connected accessories in proper working condition throughout the contract period.
- ii. The students/teachers shall not be charged any fee by the contractor.
- iii. The normal school hours will be between 09.00 A.M and 4.00 P.M. subject to any variations at district or school level as may be intimated from time to time.
- iv. The project duration shall be 1 year subject to renewal by the Government of West Bengal. Every quarter the WBEIDCL may review the performance of the bidder.
- v. Bid with incomplete information OR not in accordance with instructions or without Bid Security & bid processing fees are liable to be rejected.
- vi. Competent Authority will have the right to inspect the schools of the Bidder already in operation for the purpose of verification and assessing the fulfillment of qualification criteria by the bidder.
- vii. The implementation schedule specified in the Contract shall be strictly adhered to.
- viii. No equipment shall be removed from the school premises by the selected bidder without the concurrence of the School Head Master including for the purposes of replacement, services etc
- ix. The ICT Lab must be available for inspection by the competent authority of Govt. of West Bengal / WBEIDCL, anytime during the project period.
- x. Number & List of schools may change before the signing of the contract at the discretion of purchaser.
- xi. The employee of the bidder will not claim any employment with purchaser department during or after the contract period.
- xii. The bidder/contractor has to observe all statutory compliances like Service tax, Minimum wages act etc. of Govt. of West Bengal and Govt. of India as and when applicable during the contract period.
- xiii. Any disruption in the services and cost arising from the same due to such non-compliance will be sole responsibility of the bidder/contractor.
- xiv. The Contractor shall only use licensed versions of the software wherever required, and shall be held liable for any consequent action arising out of patent/intellectual property right violations and the WBEIDCL shall not be liable for any liabilities or damages arising thereof..
- xv. All equipment installed at ICT lab will be taken over by the successful bidder for upkeep

after award of contract from School on as and when basis. Any equipments which need replacement during contract period must be new and of same or higher specification. In Suchcase all

Equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

- xvi. The agency have to provide Monitoring Books/registers to each schools to maintain the records of different aspects of ICT deliveries, Lab uses, electricity, consumables register, asset register etc. The register will be the property of the Schools and must be maintained throughout the project period. The format of the different registers will be provided by WBEIDCL after agreement.

## **6.2 Indemnity on infringement of third party Intellectual Property Rights**

- xvii. The bidder shall hereby confirm that none of the items, being provided by them is infringing on any foreign/domestic patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
- xviii. The bidder shall indemnify Authority against all losses, cost/claims/legal claims/liabilities, suits or proceedings, arising from third party claim in this regard at any time on account of the infringement or unauthorized use of any domestic or foreign patent rights, copyrights or intellectual and industrial property rights of any such parties or other intellectual property, proprietary or confidentiality rights with respect to, whether such claims arise in respect of manufacture or use. If, in any such suit claim or proceedings, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the bidder shall promptly make every reasonable effort to secure for the Authority, an authorization/ license, at no cost to the Authority, authorizing continued use of the infringing work. If the bidder is unable to secure such authorization/license within a reasonable time, the bidder shall, at its own expense and without impairing the performance standards either replace the affected content, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.
- xix. Without prejudice to the aforesaid indemnity, the bidder shall be responsible for the completion of the supplies including uninterrupted use of the items/product or any part thereof to Authority and persons authorized by Authority, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
- xx. If it is found that it does infringe on patent rights, the Service Provider shall absolve Authority of any legal action.

**6.3 Special Condition of the Contract**

The following clauses shall supplement the Instructions to Bidders-

**6.3.1 Representations and warranties**

- a. It is a company/ Organization duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof;
- 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 WBEIDCL or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;

**6.3.2 Arbitration**

In the event of any dispute arising among the parties, the parties agree to use their best

effort to attempt to resolve all disputes in prompt, equitable and in good faith and in accordance of terms and condition specified in this RFP and agreement/MoU. In the events parties are unable to do so then such disputes shall be finally resolved by the Sole Arbitration. The Sole arbitrator will be appointed by mutual consent and all processes will be governed by Arbitration Act, Govt. of India. The arbitration shall be conducted in English/Bengali language and the venue of arbitration shall be in Kolkata, West Bengal. All legal disputes are subject to the jurisdiction of Calcutta High court only.

#### **6.4 Binding clause**

All decision taken by Department of School Education, Govt. of West Bengal or any committee constituted regarding the proceedings of this proposal and award of contract shall be final and binding to all concerned parties and bidders.

### **7. Liquidated Damage/Penalty Clauses**

#### **7.1 Penalty for Non Performance of Hardware**

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

Sl. No.	Items	Penalty
1.	Computer Desktops Multifunctional Printer, UPS including battery, Projectors,	Rs 100/- per delayed day per faulty item
2	Networking Components, Web Camera with Microphone, External Speaker, Keyboard, Mouse, Cables, Networking Components, and all other all other items not mentioned under Sl. no1 above.	Rs 50/- per delayed day per faulty item

- f) If the bidder fails to keep the equipments in the working conditions the penalty will be recovered against from performance bank Guarantee submitted by the bidders / Quarterly Payment.

Note: If bidder does not rectify the problem within the time frame, then WBEIDCL can also rectify the problem and deduct the payment from bidder.

#### 7.2 Penalty for Non Performance of Computer Education Services (internet etc.)

**Internet Service-** If internet service is not available during school for more than 5 working days in a month then a penalty of Rs 50 per additional day will be imposed.

#### 8.0 Force Majeure

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

- I. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- II. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- III. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or WBEIDCL shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 120 days may lead to termination of contract by parties

and all obligations expressed

Quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract

**9.0 Payment Procedure and terms**

**9.1 Paying Authority – Shri Pushpal Ghosh, General Manager (Education)**

The payments as per the Payment Schedule covered hereinabove shall be paid by this office of WBEIDCL

**9.2 Payment Schedules –**

<b>Sl.No.</b>	<b>Milestone</b>	<b>Payment terms</b>
1	Payment Terms	<ul style="list-style-type: none"><li>I. No advance payment will be made</li><li>II. Payment will be made on actual no's of schools served which is to be certified by competent authority.</li><li>III. Payment will be made upon submission of bills along with no's of schools served certified by Competent Authority &amp; all other necessary documents.</li><li>IV. Bills would be submitted on quarterly basis.</li><li>V. Payment will be made only after receiving payment from End Customer.</li></ul>

**10.0 Duration of Contract and termination of Contract**

**10.1 Duration of the Contract**

The initial duration of the Contract period for this program will be one year. On satisfactory performance the duration will be extended for further one year subject to approval by the Government of West Bengal.

**10.2 Termination of the Contract**

**11.0 Eligibility Criteria of Bidding and Bidders-**



**11.1 Criteria of Bidding**

- a) **Sole Bidding:** Any Sole Bidder meeting basic prequalification and technical qualification criteria can Bid.

<b>S. No.</b>	<b>Basic Requirement</b>	<b>Specific requirements</b>	<b>Documents required</b>
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- b) **Bidding through Consortium:**  
Consortium bidding is not allowed.

**12.0 PRE QUALIFICATION/TECHNICAL ELIGIBILITY CRITERIA-**

**12.1 Pre Qualification/Technical Eligibility Criteria of Sole Bidder-**

1	Eligibility	<p>The Sole Bidder should be a Business Entity shall mean a company registered in India</p> <ul style="list-style-type: none"> <li>• Under the Companies Act 1956/Companies registered under Companies Act 2013/Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008)</li> <li>• Partnership firms registered under the Indian Partnership Act, 1932 and operating for the last 3 years</li> <li>• The Sole Bidder should be a business entity and registered for supply of IT/ITES/IT Services/Information technology products/ Education and related services/computer-based Education/Computer aided learning business in India</li> </ul>	<p>Certificates of incorporation/- Registration Certificates of Prime bidder and Consortium</p> <p>MOA/AOA showing that the company is into the business of Education, Technology enabled education, IT services, training etc.</p>
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2	Subletting and Sub-contracting	Subletting/sub tendering in any form by any bidder (any company or PSU) directly or through a tender is not allowed at any stage.	Commitment Letter/undertaking on company's letter head in this regard must be submitted along with technical bid.
3.	Net worth and Profitability	The Sole bidder should have positive net worth and should be profitable for at least three financial years out of 2018-19, 2019-20, 2020-21 and 2021-22	CA Certificate mentioning UDIN indicating positive Net worth and profitability of the firm for at least three years out of 2018-19, 2019-20 & 2020-21 and 2021-22.
4.	Turnover	<p>The bidder should have a Minimum Average Annual Turnover as follows:</p> <ul style="list-style-type: none"> <li>• <b>For bidders bidding for one division</b> - Last financial year Minimum Turnover (2021-22)- Rs75 Cr or more &amp; Aggregated Minimum Turnover for last 3 FYs (2019-20, 2020-21 &amp; 2021-22)- Rs 225 Cr or more</li> <li>• <b>For bidders bidding for two divisions</b> -Last financial year Minimum Turnover (2021-22)- Rs 100 Cr or more &amp; Aggregated Minimum Turnover for last 3 FYs (2019-20, 2020-21 &amp; 2021-22)- Rs 300 Cr or more.</li> <li>• <b>For bidders bidding for three divisions</b> - Last financial year Minimum Turnover (2021-22)- Rs 225 Cr or more &amp; Aggregated Minimum Turnover for last 3 FY (2019-20, 2020-21 &amp; 2021-22)- Rs 675 Cr or more</li> </ul>	<p>a) A certificate from a CA with UDIN stating the turnover from mentioned income sources.</p> <p>b) The copies of the audited annual Accounts in the last three financial years 2018-19, 2019-20 &amp; 2020-21</p> <p>c) Audited Balance Sheet and Profit Loss Accounts of the last three financial years 2018-19, 2019-20 &amp; 2020-21</p>

		The above turnover must be from operations and business in INDIA only. Necessary CA Certified certificate duly sealed and signed.	
5.	Blacklisting	The bidder should not have been blacklisted with any of the Central Government Department and any State Department / PSU on account of corrupt or fraudulent practices.	Self Certified letter by authorized signatory
6	Certification	The Sole Bidder should have a valid ISO 9001 and ISO 27001 certification	Copy of the same has to be submitted by the bidder.
7	Authorized Representative from Bidder	A power of attorney/Board resolution in the name of the person signing the bid.	Power of attorney / Board resolution copy
8	Adequate financial resources	The Bidder should have adequate financial resources to undertake the contract. The Bidder will submit a letter from a financial institution (as unit or groups of same unit) that is willing to fund this project/scheme or should have sufficient reserves as per the audited financial statement. In case, Bidder wishes to use the internal sources for funds, a declaration on bidders' letterhead for the same shall be furnished along with sufficient proofs	a) Letter from financial institution (as unit or groups of same unit) that is willing to fund this project/scheme or should have sufficient reserves as per the audited financial statement b) A declaration on bidders' letterhead that it is willing to fund this project/scheme through it's internal resources

9	Local office/ Service Center.	<p>The Sole bidder should have registered office in West Bengal. In case bidder has no presence in West Bengal, bidder shall furnish an undertaking that a registered office shall be opened in Kolkata, with sufficient personnel and inventory of spares within a month of selection as Successful Bidder.</p>	<p>A Self Certified letter by an authorized signatory</p>
10	Technical Capability	<p>The Bidder should have experience in implementation and maintenance of similar ICT projects out of which at least 1 projects should be of value not less than Rs.75 crores or more over the last 5 Five financial years (FY 2017 to FY 2022)</p> <p style="text-align: center;">Or</p> <p>The Bidder should have experience in implementation and maintenance of similar ICT projects out of which at least 2 projects should be of value not less than Rs.37.50 crores each over the last 5 Five financial years (FY 2017 to FY 2022)</p> <p style="text-align: center;">Or</p> <p>The Bidder should have experience in implementation and maintenance of similar ICT projects out of which at least 3 projects should be of value not less than Rs.25 crores each over the last 5 Five financial years (FY 2017 to FY 2022)</p> <p>Definition of Similar Project: A project implemented under BOOT/ BOO model for at least 5 years, Involves Delivery, Installation and maintenance of IT Equipment at</p>	<p>Contact details of Client, Work Order/ Agreement Copy and Completion/installation Certificate or Receipt of Payment Proofs or On Going certificate from Client on client letter head duly sealed and stamped by client for quoted projects shall be provided (in Case of ongoing project, the work order /agreement must be issued at least one year before)</p>

		Schools, Supply and installation of Multimedia e-Content, Teacher Training, Refresher Trainings, Supply of Consumables, Site Preparation, deployment of Computer Instructors at Schools for the project period, delivery of Computer Education at the schools	
11	Technical Capability	<p>The Bidder should have experience of implementing 3 similar projects which are currently operational since the last 3 (three) Financial years (FY 2019 to FY 2022) covering at least 1000 secondary/higher secondary schools</p> <p>Definition of Similar Project: A project implemented under BOOT/BOO model for at least 3 years, Involves Delivery, Installation and maintenance of IT Equipment at Schools, Supply and installation of Multimedia e-Content, Teacher Training, Refresher Trainings, Supply of Consumables, Site Preparation, deployment of Computer Instructors at Schools for the project period, delivery of Computer Education at the school</p>	<p>Contact details of Client, Work Order/ Agreement Copy and Completion/installation Certificate or Receipt of Payment Proofs or On Going certificate from Client on client letter head duly sealed and stamped by client for quoted projects shall be provided (in Case of ongoing project, the work order /agreement must be issued at least one year before)</p>

12	Technical Capability	<p>The Bidder should have experience of similar ICT projects covering 1000 Secondary/higher secondary schools over the the last 5 financial years (FY 2017 to FY 2022)</p> <p>Definition of Similar Project: A project implemented under BOOT/BOO model for at least 3 years, Involves Delivery, Installation and maintenance of IT Equipment at Schools, Supply and installation of Multimedia e-Content, Teacher Training, Refresher Trainings, Supply of Consumables, Site Preparation, deployment of Computer Instructors at Schools for the project period, delivery of Computer Education at the schools</p>	<p>Contact details of Client, Work Order/ Agreement Copy and Completion/installation Certificate or Receipt of Payment Proofs or On Going certificate from Client on client letter head duly sealed and stamped by client for quoted projects shall be provided (in Case of ongoing project, the work order /agreement must be issued at least one year before)</p>
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**13.0 Tender Evaluation**

**13.1. Evaluation Procedure**

BID SECURITY Bidders who have uploaded and also physically submitted the valid bid security as per the format shall be considered for further evaluation.

**OPENING AND EVALUATION OF TECHNICAL BIDS**

The Evaluation Committee would evaluate the technical bids. Bidders should be ready to give the presentation on their proposed solution in front of the Evaluation Committee at a date, time and location notified by the tendering authority after opening of the Technical Bid. The bidders will be provided with at least 3-4 working days' notice by the tendering authority, so that they may adequately represent themselves. They are expected to reply to all the queries from the Evaluation Committee during the presentation. The presentation would be part of technical evaluation process. Purchaser may also undertake to seek oral / written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation

of the bid documents.

In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented below. The marking scheme presented is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of 70% marks in the technical evaluation will only be considered for further Commercial bid evaluation. Bids which do not secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered from Commercial evaluation.

### **13.3 BID CURRENCY**

Prices for products and services offered shall be quoted in Indian National Rupees only.

### **13.4 BID SECURITY**

All bidders shall furnish the Earnest Money is **Rs. 50 Lakhs (Rupees Fifty Lakhs only)** for **each bidding division** in the form of Demand Draft/Bank Guarantee / Fixed Deposit/ net banking or through net banking or through RTGS/NEFT in the portal of the website: <https://wbtenders.gov.in> as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.

Account Name: West Bengal Electronics Industry Development Corporation

Name of Bank: State Bank of India, Branch: Middleton Row

Account Number: 11044339869

IFSC Code: SBIN0001122

Also the Demand Draft/Bank Guarantee / Fixed Deposit is to be submitted physically through draft at the office of West Bengal Electronics Industry Development Corporation Limited - Webel Bhavan, Block-EP &GP, Salt Lake, Kolkata-700091 before 12:00 hrs. on 19-10-2022 by the bidders

The Bid Security should remain valid for at least 180 days and if the Bid Security is in the form of Demand Draft, the validity shall be of 90 days which shall be increased by the bidder before completion of 90 days on the advice of the tendering authority.. If the bid security is Bank Guarantee, it should be issued as per format provided in **ANNEXURE -15**



### **FORMAT FOR BID SECURITY BANK GUARANTEE**

The Bid Security should be deposited in a sealed envelope super scribed “TENDER REFERENCE NO. WEBEL/EOT/COM/22-23/00055, DATED 29-09-2022: “Not to be opened before opening of bids” and mention the name of depositing bidder. It has to be deposited at the office of West Bengal Electronics Industry Development Corporation Limited, before 21-10-2022. The details of the instrument thus physically submitted must be exactly be one and the same with the details uploaded during on-line submission of the bid.

Unsuccessful bidder's Bid security will be discharged or returned within sixty (60) days of issuance of LOI or expiration of the tender. The successful bidder's Bid security will be discharged upon the bidder signing the Contract Agreement and furnishing the Performance Security.

### **FORFEITURE OF BID SECURITY**

The Bid security may be forfeited either in full or in part, at the discretion of West Bengal Electronics Industry Development Corporation Limited on behalf of School Education Department, Government of West Bengal, on account of one or more of the following reasons:

1. The bidder withdraws his Bid during the period of Bid validity specified.
2. The bidder fails to co-operate in the Bid evaluation process
3. If the bidder violates any of the provisions of the terms and conditions of the tender
4. in case the successful bidder fails to:
  - a. accept award of work,
  - b. Sign the Contract Agreement with West Bengal Electronics Industry Development Corporation Limited on behalf of School Education Department, Government of West Bengal, after acceptance of communication on placement of award as agreed by West Bengal Electronics Industry Development Corporation Limited.

- c. Furnish performance security deposit in time as agreed by West Bengal Electronics Industry Development Corporation Limited.
  - d. The bidder violates any important terms and conditions of this tender document or indulge in any such activities as would jeopardize the interest of West Bengal Electronics Industry Development Corporation Limited / School Education Department, Government of West Bengal.
5. In the case of a successful bidder attempts to impose and/or introduce conditional clauses upon the tendering authority which had not been originally mentioned in the bid documents, at the time of signing of the Master Services Agreement (MSA).

The decision of West Bengal Electronics Industry Development Corporation Limited on behalf of School Education Department, Government of West Bengal regarding forfeiture of bid security shall be final. A default in such a case may involve blacklisting of the said bidder by School Education Department, Government of West Bengal.

#### **14. WAIVER**

West Bengal Electronics Industry Development Corporation Limited on behalf of School Education Department, reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by Vendors that the proposal is predicated upon acceptance of all terms and conditions contained in this RFP, unless the Vendor has obtained such a waiver in writing from West Bengal Electronics Industry Development Corporation Limited on behalf of School Education Department prior to submission of the proposal. Such a waiver, if granted, will be granted to all Vendors.

#### **15. Award of Contract**

#### **16.0 Conflict of Interest**

#### **17.0 Proprietary Information / Public Disclosure**

Materials submitted in response to this competitive procurement shall become the property of the School Education Department, Government of West Bengal. All proposals received shall remain confidential until the contract, if any; resulting from this RFP is awarded, i.e.

signed and approved by all parties. Thereafter, the 35 proposals shall be deemed public records. In the event a Vendor desires to claim portions of their proposal as exempt from public disclosure, the Vendor must identify those portions in the proposal cover letter. Each page of the proposal claimed to be exempt must be clearly identified as "CONFIDENTIAL". West Bengal Electronics Industry Development Corporation Limited, on behalf of School Education Department, Government of West Bengal has the authority to decide whether any or all of the claimed exemptions are appropriate. The entire proposal cannot be marked as proprietary.

#### **18.0 Taxes And Duties**

Any "FORM" for availing concession rate of GST will be issued by West Bengal Electronics Industry Development Corporation Limited, on behalf of School Education Department, Government of West Bengal if applicable. The prices shall be exclusive of all taxes & duties leviable including service tax and indicated separately in the BOQ both in total amount of tax/duty. West Bengal Electronics Industry Development Corporation Limited, on behalf of School Education Department, Government of West Bengal shall reimburse taxes/duties at actual as applicable at the time of delivery.

West Bengal Electronics Industry Development Corporation Limited, on behalf of School Education Department, Government of West Bengal shall be authorized to deduct any income tax as applicable from the bidder. For the contract, it is agreed that the Contract Price specified in Price Schedule, is based on the taxes, duties and charges prevailing one (1) day prior to the last date of bid submission date. If any rates of tax are increased or decreased or a new tax is introduced or an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be

**Technical Bid, Financial Bid, Forms & Documents**

**Form 1: Letter of Proposal**

**To**  
**The General Manager (Commercial)**  
**West Bengal Electronics Industry Development Corporation Limited**  
**Webel Bhavan**  
**Block-EP &GP, Salt Lake**  
**Kolkata-700091**

Subject: Selection of an Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I , II & III for a period of 1 year in West Bengal

**Form 2: Covering Letter**

To:

**The General Manager (Commercial)**  
West Bengal Electronics Industry Development Corporation Limited - Webel Bhavan,  
Block-EP &GP, Salt Lake,  
Kolkata-700091

Dear Sir/Madam,

**Subject:** Selection of an Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I , II & III for a period of 1 year in West Bengal

**Dear Sir/Madam,**

We, the undersigned, offer to provide the above mentioned services for << Selection of an Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I , II & III for a period of 1 year in West Bengal>> in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals is uploaded separately as per requirement of Tender).

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you

receive. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of

Signatory:Name of Firm:

Address:

**Form 3:  
List of document to be submitted and Index**

The bidder is required to furnish all the required information/supporting documents strictly as per the order and page numbering. This list is just to help the bidder to submit all the necessary documents in order, it is bidder's responsibility to submit all the document required to prove the eligibility criteria and required for evaluation/marking process, failing which his/her bid can be rejected or under marked.

The Draft template is as follows (*Items must be added as per requirement of the Bid Document*)-

SNo	Description	Value	Attached (Yes/No)	Start Page No	End Page No
A	Covering letter & Letter of Proposal <b>Form 1 &amp; Form 2</b>	<Letter no and date>			
A.1	Copy of Tender Fees Submitted	E-Tender receipt			
A.2	Copy of EMD	<EMD No>			
<b>B</b>	<b>Document Required -Sole Bidder/Consortium Partner-Prime Bidder, Consortium Partner</b>				
1	Certificates of incorporation/- Registration Certificates of Prime bidder	<Registration detail>			
2	MoA/AoA of Prime Bidder (the required portion highlighted)				
3	A Commitment letter/undertaking on company's letter head with regard to <b>Subletting and Sub-tendering</b> .				
4	- Financial Information Summary : <b>Form 9</b> - CA Certificate mentioning UDIN indicating positive Networth of firm for at least three years out of 2018-19, 2019-20 ,2020-21 and 2021-22				
5	<ul style="list-style-type: none"> <li>• A certificate from a CA stating the turnover from mentioned income sources.</li> <li>• The copies of the audited annual Accounts for at least three years out of 2018-19, 2019-20 ,2020-21 and 2021-22</li> <li>• Audited Balance Sheet and Profit Loss Accounts of the three financial years out of - 2018-19, 2019-20 ,2020-21 and 2021-22</li> </ul>				
6	Blacklisting -A Self Certified letter by an authorized signatory <b>Form 5</b>				

7	Certification				
8	A power of attorney / Board resolution in the name of the person signing the bid - <b>Form 6</b>				
9	Local office/ Service Center- A Self Certified letter by an authorized signatory- <b>Form 7</b>				
10	Technical Capability- - Bidder Experience Summary: <b>Form 8</b> - Work order, - Completion/installation Certificate or Receipt of Payment Proofs or On Going certificate from Client on client letter head duly sealed and stamped by client for quoted projects				
11	An undertaking from the bidder that irrespective of the support extended by the respective OEMs, they shall guarantee that there shall be no gap in the terms agreed for maintenance ( <b>Form 4</b> )				
12	Form 10: Undertaking that the bidder is quoting for all the items (including services) mentioned in the tender				
13	Form 11: Reference list of major clients (using equipment/services similar to the present requirement of RFP				
14	Form 12 Information related to Manpower Services				
15	Any other documents required as per RFP and not mentioned in the above list 1... 2.. 3... ...				

**Form 4**

**Self-declaration & undertaking that irrespective of the support extended by the respective OEMs, they shall guarantee that there shall be no gap in the terms agreed for maintenance.**

In response to the Bid Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
.....

I/ We hereby declare that that irrespective of the support extended by the respective OEMs, we will guarantee that there shall be no gap in the terms agreed for maintenance of equipments of ICT lab. Failing which the WBEIDCL will have right to terminate the contract or may impose penalty for non maintenance of equipments.

Thanking you,

Name of the

Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:



**Form 5: Self-declaration – No Blacklisting undertaking  
(On bidder’s letter head)**

To,

**The General Manager (Commercial)**

West Bengal Electronics Industry Development Corporation Limited - Webel Bhavan,  
Block-EP &GP, Salt Lake,  
Kolkata-700091

In response to the Bid Ref. No. \_\_\_\_\_ dated for Selection of an Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I , II & III for a Aperiod of 1 year in West Bengal . s an Owner/ Partner/Director of, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the

Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

**Form 6: Power of Attorney**

To,

**The General Manager (Commercial)**

West Bengal Electronics Industry Development Corporation Limited - Webel Bhavan,  
Block-EP & GP, Salt Lake,  
Kolkata-700091

I / We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT referenceNo.\_\_\_\_dated\_\_\_\_\_. He/ She is also the one authorized to attend meetings & submit technical & commercial information/clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory:

Seal of the Organization: Date

**Form 7: Local office/ Service Center- A Self Certified letter by an authorized signatory  
To  
The General Manager (Commercial)**

West Bengal Electronics Industry Development Corporation Limited - Webel Bhavan,  
Block-EP &GP, Salt Lake,  
Kolkata-700091

I / We {Name/ Designation} hereby declare/ certify that {Name/ Designation} we have  
registered office in West Bengal detail of which is as follows

Address.....

Contact Detail/Email Id/Phone No .....

Attached .. Documentary proof.....

OR

I / We {Name/ Designation} hereby declare/ certify that {Name/ Designation} we will  
establish registered office in West Bengal within 3 months of award of contract.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory:

Seal of the Organization: Date

**Form 8: Bidder Experience Summary**

SNo	Name of Project	Client Detail	Contract Award Date	Period/Duration of Contract	Completed/Ongoing	Value of the Project	Detail about the Project
1							
2							
3							
4							
5							
...							

Authorised Signatory:

Seal of the Organization: Date

**Form 09: Financial Information Summary**

Turnover

S. No	Name of the Bidder	Turn Over ( Rs. Crores)				Total (three years)	Average (Three Years)
		2018-19	2019-20	2020-21	2021-22		

Networth

S. No	Name of the Bidder	Net worth ( Rs. Crores)				Total (three years)	Average (Three Years)
		2018-19	2019-20	2020-21	2021-22		

Authorised Signatory:

Seal of the Organization: Date

**Form 10:**

Undertaking that the bidder is quoting for entire scope of work as mentioned in the RFP.

(On bidder's letter head)

Authorised Signatory:

Seal of the Organization: Date

**Form 11:**

Reference list of major clients (using equipment/services almost similar to the present requirement of RFP)

(On bidder's letter head)

Authorised Signatory:

Seal of the Organization: Date

**Form 12:  
Information related to Manpower Services.**

Name of bidder :

Registered office address

:

S.N.	Name of Project	Startin g Date of Project	Current Statusof Project (On Going/Comple ted (if completed date of Completion)	Total Numberof Manpower deployed	Total Number of Manpower related to <b>IT/ITes/Teach ing)</b>	Remarks

Authorised Signatory:

Seal of the Organization: Date

**Form 13: Financial Bid  
(To be submitted online through Portal)**

*As per format available in the Portal*

**Form 14: Performance Bank Guarantee Format**

PBG FORM - FORMAT OF PERFORMANCE BANK GUARANTEE (ON A NON-JUDICIAL STAMP PAPER)  
(Stamp duty as applicable in West Bengal)

To  
The Managing Director  
West Bengal Electronics Industry Development Corporation Limited  
Webel Bhavan, Block-EP &GP, Salt Lake,  
Kolkata-700091

Dear Sir,

WHEREAS .....(Name of Solution Provider) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract dated \_\_\_\_\_2022 (hereinafter referred to as "the Contract") for selection of an implementation agency in West Bengal for Selection of an Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I , II & III for a period of 1 year in West Bengal. AND WHEREAS it has been stipulated in the said Contract that the Service Provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the project/performance as per the agreement WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give Principal Secretary, School Education Department, Government of West Bengal, 6th Floor, Bikash Bhavan, Kolkata-700091, the Guarantee: THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.\_\_\_\_\_ (being 3% of the sum of order value) to Principal Secretary, School Education Department, Government of West Bengal, 6th Floor, Bikash Bhavan, Kolkata-700091, the terms of their Agreement dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards GoWB under this Guarantee shall not, under any circumstances, exceed in aggregate.

1. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Principal Secretary, School Education Department, Government of West Bengal, 6th Floor, Bikash Bhavan, Kolkata-700091, stating full or partial non implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Principal Secretary, School Education Department, Government of West Bengal, 6th Floor, Bikash Bhavan, Kolkata-700091, any and all sums demanded by Principal Secretary, School Education Department, Government of West Bengal, 6th Floor, Bikash Bhavan, Kolkata-700091, under the said



demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GoWB to the Bank shall be sent by Registered

Post (Acknowledgement Due) at the following address: Attention Mr. ....

2. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 60 months from the date of its execution. However, the Guarantee shall, not less than 30 days, prior to its expiry, be extended by the Bank for a further period of 12 months. The Bank shall extend the Guarantee annually in the manner herein before provided for a period of five years from the date of issue of this Guarantee.

3. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

a. any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

b. any breach or non-compliance by the implementer with any of the terms and conditions of any Agreements/credit arrangement, present or future, between implementer and the Bank.

4. The BANK also agrees that Principal Secretary, School Education Department, Government of West Bengal, 6th Floor, Bikash Bhavan, Kolkata-700091 at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against implementer and notwithstanding any security or other guarantee that Principal Secretary, School Education Department, Government of West Bengal, 6th Floor, Bikash Bhavan, Kolkata700091 may have in relation to the Solution Provider's liabilities.

5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Principal Secretary, School Education Department, Government of West Bengal, 6th Floor, Bikash Bhavan, Kolkata-700091, or any other indulgence shown by GoWB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

6. This Guarantee shall be governed by the laws of India and only the courts of West Bengal shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder. Dated this ..... Day of .....2022

Witness

(Signature)

(Name)

(Signature)

(Name)

Bank Rubber Address Stamp (Official)

Designation with Bank Stamp Plus

Attorney as per Power of Attorney No. Dated

**Form 15: Format for Bid Security Bank Guarantee  
BID SECURITY FORM - FORMAT OF BANK GUARANTEE (BG)  
(ON A NON-JUDICIAL STAMP PAPER)**

To  
The Managing Director  
West Bengal Electronics Industry Development Corporation Limited  
Webel Bhavan, Block-EP &GP, Salt Lake,  
Kolkata-700091

Dear Sir,

WHEREAS .....(Name of Solution Provider) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract dated \_\_\_\_\_2022 (hereinafter referred to as "the Contract") for selection of an implementation agency in West Bengal for Selection of an Agency for Continuation of services under Implementation of Integrated Computerized Education using Information & Communication Technology (ICT) in 3586 Schools under Zone I , II & III for a period of 1 year in West Bengal.

KNOW ALL PEOPLE by these presents that WE\_\_\_\_\_ (name of bank) a body corporate constituted under the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having its \_\_\_\_\_ Office at\_\_\_\_\_(give full address) and a branch interalia at \_\_\_\_\_, India (hereinafter called "the Bank") are bound unto Managing Director ,West Bengal Electronics Industry Development Corporation Limited - WIL Division, Webel Bhavan, Block-EP &GP, Salt Lake, Kolkata-700091 (hereinafter called "Department") at the request of the aforesaid Bidder, in the sum of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) for which payment will and truly to be made to The Principal Secretary, School Education Department, Government of West Bengal, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the Bank on this \_\_\_ day of\_\_\_\_, 2020.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by West Bengal Electronics Industry Development Corporation Limited - WIL Division on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by West Bengal Electronics Industry Development Corporation Limited - WIL Division during the period of bid validity:
  - (a) fails or refuses to execute the mutually agreed Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of

the Contract;

3. We do hereby expressly, irrevocably and unconditionally undertake to pay West Bengal Electronics Industry Development Corporation Limited - WIL Division up to the above amount upon receipt of its first written demand, without any demur and without West Bengal Electronics Industry Development Corporation Limited - WIL Division having to substantiate its demand, provided that in its demand West Bengal Electronics Industry Development Corporation Limited - WIL Division will note that the amount claimed by it is due owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions. Any such demand made by The West Bengal Electronics Industry Development Corporation Limited - WIL Division, 4th Floor, 225F, AJC Bose Road, Kolkata -700020 shall be conclusive as regards the amount due and payable by us to West Bengal Electronics Industry Development Corporation Limited - WIL Division, 4th Floor, 225F, AJC Bose Road, Kolkata -700020

4. Any notice by way of demand or otherwise hereunder may be sent by courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

5. This Bank Guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in constitution of WIL or by any amalgamation or absorption thereof or therewith.

6. This Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without WIL's previous consent in writing.

7. We further agree and undertake to pay WIL the amount demanded in writing irrespective of any dispute or controversy between WIL and the Service Provider in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder.

8. This guarantee will remain in force up to \_\_\_\_\_, and any demand made as per clause 4 above shall be construed as demand within these presents and the Bank shall make the payment accordingly.

9. Notwithstanding any other term contained herein

(a) this guarantee shall be valid only up to and including \_\_\_\_\_ ( Insert Guarantee End Date ) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and

(b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) .

10. We have the power to issue this Bank Guarantee in The Principal Secretary, School Education Department, Government of West Bengal 's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of

Attorney issued by the Bank.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Place :

SEAL Code No. SIGNATURE.

NOTE:

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS,  
BEFORE SUBMISSION OF BG.
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA