# SARVA SHIKSHA ABHIYAN STATE MISSION AUTHORITY MANIPUR.

Bid Document For Supply of Multimedia Educational Content **(Under SSA Scheme)** 

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website: www.ssamanipur.nic.in

Price Rs. 3,000/-

#### SARVA SHIKSHA ABHIYAN, STATE MISSION AUTHORITY, MANIPUR

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Document Issue Details

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#### Introduction & General definitions

#### **Introduction**

The Sarva Shiksha Abhiyan, Manipur, represented by the The State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur (hereinafter referred to as "The State Project Director"), wishes to receive bids from the registered Software companies/E-Learning Companies for supply of Multimedia Educational Content on the prescribed specifications, for installation in Government schools in Manipur state under Sarva Shiksha Abhiyan Scheme. The specifications of Multimedia Educational Content to be supplied by the successful bidders are given in this bid document.

#### 1. DEFINITIONS

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

- I. <u>"Annexure to Bid"</u> means the complete appendices comprised in the bid, wherever the term "Annexure to Bid" is used, this shall mean "Annexure to Technical Proposal" and/or "Annexure to financial Proposal", as may be appropriate.
- II. **"Arbitrator"** means the person or persons named as such in the Contract, or other person or persons appointed from time to time by the Govt. of Manipur, under Arbitration Act 1996.
- III. **"Bid"** means the offer of the bidder to the The State Project Director for the supplies.
- IV. **"Bidder/ supplier"** means an individual, a firm, an association of persons or body or individuals or firms or a company incorporated under the Indian law that undertakes to supply the multi-media content/CAL Tool
- V. **"Bidders Proposal"** means the preliminary proposal submitted with the bid.
- VI. **SPO**" means State Project Office, Babupara of Sarva Shiksha Abhiyan, State Mission Authority, Manipur.
- VII. **"Contract"** means the Conditions of Contract, the The State Project Director's Requirements, the Bid, the suppliers Proposal, the Schedules, the Letter of Acceptance, the Contract Agreement or Contract Agreements and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- VIII. "Contact Agreement" means the contract agreement (if any).
  - IX. **"Contract Price"** means the sum stated in the Letter of Acceptance as payable to the supplier for the supply of the Multimedia Educational Content s of given specification in accordance with the provisions of the Contract.

- X. **"Contract Period"** means the period from the date of supply order to the date of complete supply of the said Multimedia Educational Content s as per specifications.
- XI. **"Day"** means a calendar day.
- XII. **"The State Project Director"** means The State Project Director, Sarva Shiksha Abhiyan, State Mission Authority Manipur.
- XIII. **"The State Project Director's Representative**" means the person or persons appointed by the The State Project Director to act as The State Project Director's Representative for the purposes of the Contract or other person appointed from time to time by the The State Project Director and notified as such to the supplier.
- XIV. **"SSA/ SMA"** means Sarva Shiksha Abhiyan, State Mission Authority, Manipur.
- XV. "EMD" means Earnest Money Deposit
- XVI. "GOM/Government" means Government of Manipur.
- XVII. **"Letter of Acceptance"** means the formal acceptance of the bid by the The State Project Director.
- XVIII. "Local Currency" means the currency of India.
  - XIX. **"Purchaser"** means The State Project Director, Sarva Shiksha Abhiyan, Manipur or its authorized representatives.
  - XX. **"Scope of Work"** means the description of the scope, standard, and program or work, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
  - XXI. "S.D." means Security Deposit.
- XXII. "Supplier" means the person whose bid has been accepted by the SPD and the legal successors in title to such person, but not (except with the consent of the The State Project Director) any assignee of such person.
- XXIII. "**Supplier's Representative**" means the person (if any) named as such in the Contract or other person appointed from time to time by the supplier & notified as such to the The State Project Director.
- XXIV. "TEC" means Tender Evaluation Committee or Purchase Committee.
- XXV. **"Variation"** means any alteration and/or modification to the The State Project Director's Requirements, which is instructed by the The State Project Director or his Representative.
- XXVI. "Year" means 365 days.

#### 2. Interpretation

Words indicating persons or parties shall include firms and corporations and any organization having legal capacity. Words indicating the singular also include the plural and vice versa where the context requires. Words indicating one gender also include other gender.

#### 3. Contract Agreement

Either party shall, if requested by the other party, execute a Contract Agreement or Contract Agreements, as such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the bidder/ supplier.

The successful bidder will be required to enter into separate agreements, or any number of agreements as decided by the The State Project Director.

#### 4. Documents at Site

The supplier shall keep, at his registered office, one complete set of the documents forming the contract, the documents, variations, other communications given or issued from time to time and all other relevant records. The The State Project Director, the The State Project Director's representative shall have the right to use such documents at all reasonable times.

#### 5. Communications

Wherever provision is made for the giving or issuing of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified, such communication shall be in writing. Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, type-written or printed communication, including the agreed system of electronic transmission.

All certificates, notices or written orders to be given to the supplier, by the The State Project Director or his representative, and all notices to be given to the supplier or to Representative by the supplier, shall either be delivered by hand against written acknowledgement of receipt, or to be sent by airmail or mail or part of the agreed systems of electronic transmission. The addresses for the receipt of such communications shall be as stated in the bid.

#### 6. Compliance with Statutes, Regulations and Law

The Supplier shall, in all matters arising in the performance of the contract, comply with, give all notices under, and pay all fees required by, the provisions of any national statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the System. The supplier shall obtain all permits, licenses or approvals required for any part of the contract, in reasonable time taking account of the times for delivery of the bags and for completion of the contract. The supplier shall comply with the laws of the country.

#### NOTICE FOR INVITATION OF BID

#### The State Project Director of Sarva Shiksha Abhiyan, Manipur

#### No. : 16/1/09- SSA/Manipur/CAL/2011-12/Pt-II Date......

#### THE NOTICE FOR INVITING TENDERS FOR SUPPLY OF Multimedia Educational Content UNDER SARVA SHIKSHA ABHIYAN IN THE STATE OF MANIPUR.

The Sarva Shiksha Abhiyan, State Mission Authority, Manipur has decided to introduce Multi Media Educational Content under the Computer Aided Learning (CAL) intervention for classes VI, VII & VIII in 325 Government Schools of Manipur. All these Schools have the adequate Information Technology (IT) Infrastructure.

The The State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur invites sealed tenders from the competent registered Companies/Firms who possess requisite relevant experience and competency to develop the Multimedia Educational Content of given specifications within the specified time frame.

The schedule of bid activities is as under:

S.No.	Particulars	Date	Time
01	Commencement of sale of bid document	10/03/2012	From 11.00 AM
02	Pre - bid conference	24/03/2012	11.00 AM
03	Submission of complete proposals	26/03/2012	Up to 3.00 PM
04	Opening of technical bids	27/03/2012	4.00 PM

All the bidding activities shall take place in the meeting hall of the State Project Office, Sarva Shiksha Abhiyan, State Mission Authority, Manipur.

The bid document may be obtained from the State Project office, Sarva Shiksha Abhiyan, Manipur on submission of cash/Demand Draft/ Bankers Cheque/Payorder of Rs. 3,000/-(Rupees three thousand) only in favour of "The State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur" payable at Imphal. The bid document may be downloaded from the SSA SMA, Manipur website also. Such bidders have to deposit the price of the bid amounting to Rs. 3,000/-(Rupees three thousand) only to the The State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur, at the time of submission of the bid otherwise their bids would not be considered.

The detail Scope of work, Specifications of **Multimedia Educational Content**, Prerequisite Qualifications, general terms & conditions etc. are in the bid document which is available at the website of department www.ssamanipur.nic.in.

Fully sealed bids with bid document amount & Earnest Money Deposit of Rs. 6.00 lac, (Rupees Six Lacs) only in form of Demand Draft/Bankers' Cheque/Pay Order/Bank Guarantee (of the firm or its any authorized representative), should reach to the The State Project Director as mentioned above at S.N. 3 of schedule of bid activities.

-/Sd State Project Director SSA, State Mission Authority Manipur

#### **PRE-REQUISITE QUALIFICATIONS**

- 1. The bidder should be a legally registered company in India under Company Registration Act 1956.
- 2. The bidder should have minimum 3(three) years of experience in the field of developing multi-media content.
- 3. The bidder should have previous experience of executing at least one project in the field of E-learning. Proof must be provided along with the application.
- 4. The bidder should have experience in Content Management and Learning Management System whether developed on its own or using third party tools. However, the experience in implementing the LMS "Moodle" is highly preferred.
- 5. Experience in implementing Security procedures to obtain Security Certification of such implementation from the recognized government agencies is preferred.
- 6. The bidder having experience in multimedia based content development project (excluding hardware & networking components) in bilingual is preferred.
- The bidder should have technically qualified software workforce of at least 25 persons as on 31-03-2011 on its payroll, involved in content development.
- 8. Availability of subject matter experts would be an added advantage, though not essential. (Proof must be provided.)
- 9. The application/commercial proposals complete in all respects and received within the time frame will only be considered for preliminary screening.
- 10. The Bidder should furnish Earnest Money Deposit (EMD) of Rs. 6,00,000/-(Rupees six Lac only).
- 11. The bidder must have minimum average per year turnover of Rs. 60.00 Lakhs (Rupees sixty lakhs) only in the preceding 3(three) financial years ended 31st March 2011. The bidder have to submit copies of balance sheets /profit & loss accounts/ annual reports of last two financial years (upto 31-Mar-2011).
- 12. The bidder having executed multimedia based content development project in the north-eastern state is preferred. Bidder has to provide details of all such projects and reference details in General bid. Copies of work orders and successful completion / implementation certificates of each such project should be enclosed with the bid.

- 13. The bidders must submit an undertaking that the client's will have the Intellectual Proprietary Rights (IPR) & Source Code of the solution / product/ solution, so developed, within framework being offered under this TENDER.
- 14. No Consortium bidding is allowed for applications development.

#### Note

The THE STATE PROJECT DIRECTOR, SSA, Manipur, if required, would visit/make enquiries about the sites mentioned by the bidder under 'Relevant Experience' to verify the level of multimedia content development infrastructure, assess long term sustainability and other aspects related to the project.

Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of India/State Govts. A self-declaration certificate should be submitted as part of Pre-qualification bid.

THE STATE PROJECT DIRECTOR, Manipur reserves the right to accept or reject any or all responses without assigning any reason.

#### Scope of the work

The scope of the work includes the following 3 (three) components:

- (a) Develop Multimedia Educational Content for Computer Aided Learning (CAL) in Science, Mathematics and English for class VI, VII & VIII based on Manipur State Syllabus in Bilingual (English-Meitei Mayak)
- (b) Supply and installation of above Multimedia Educational Content in approximately 325 schools. The number of schools can increase/ decrease according to requirement of SMA, SSA, Manipur.
- (c) Provide training on the Multimedia Educational Content to minimum of 2 teachers in each school to be covered.

#### Multimedia Based Educational Content.

The bidder shall develop the multimedia educational content for the subjects of Science, mathematics and English for classes VI, VII & VIII based on syllabus of State of Manipur for Government schools in English & Meitei Mayak.

The related activities include:-

- Understanding the requirement for developing and installation of customized Multimedia content.
- Conceptualizing the multimedia content based on story lines, animations, interactive games and riddles.
- Planning in detail, the content development during Pre-production, Production and Postproduction stages.
- Development of content with full multimedia quality control.
- Supply of Multimedia content on DVD media (One set to each school and One set to head office).

- Supply of Installation Manual, Administration Manual and User reference/Training Manual.
- Provide post installation/implementation support including bugs removal. Maintain help-desk and handholding for the system.
- In case additional requirement arises for developing multimedia content for subject(s) other than the above given list, , the bidder will be asked to undertake the same on pro-rata cost basis.

#### **Features of Multimedia Educational Content:**

Required features of the Multimedia Educational Content keeping in mind the aptitude and ability of the children (including questions and answers). The required Multimedia Educational Content should have the following features:-

- Instructions should be supported by effective voice narration. It must be also supported by catchy depictions which explain the same concept through graphic illustrations. It may include animations and video clippings to supplement the instructional teaching. It should have recreational / fun elements to encourage children for active participation in the learning process. It should have versatile assessment component enabling the students, peer group and teachers to evaluate the performance in appropriate way preferably based on Continuous and Comprehensive Evaluation (CCE). The content should be SCORM Compliant and MOODLE Compatible.
- Concepts should be explained quoting examples of local and commonly noticed phenomena as experienced & observed by the children in real life.
- Content should be non-objectionable and non-communal and legally valid.

#### Implementation

**Implementation** comprises of deployment of finally accepted Multi Media Educational Content in the Schools. The Supplier takes the responsibility to install the Multi Media Educational Content in all schools mentioned in the bid document or required by SPD, SSA, Manipur. The Multi Media Educational Content would be installed individually in the Server/Computer of each School.

#### Training

The Supplier shall take the responsibility of providing necessary training for the nominated school teachers in order to use the Multi Media Educational Content effectively and efficiently within the 2 (years) of the project.

#### Period of Support

The Supplier will be responsible for the installation /implementation of the Multi Media Educational Content and its subsequent maintenance and handholding for a period of one year from the date of completion of installation in the schools. It shall be renewable on mutual consent.

The period of contract shall commence from the date of execution of the agreement.

#### INSTRUCTIONS FOR MULTIMEDIA EDUCATIONAL CONTENT

#### Multimedia Educational Content

- a) The bidder is required to arrange a copy of Subject Textbooks prescribed by the Board of Secondary Education, Manipur, Imphal under own arrangements and consult these books before quoting for multi-media Content.
- b) Subject teachers/experts committee nominated by The State Project Director, SSA / Board of Secondary Education shall review and monitor the content developed by the supplier in each subject. The final approval to the content shall be given by The State Project Director, SSA.
- c) The Multimedia based Education Content is presently being developed for Class VI, VII & VIII for 3 (three) subjects. If the syllabus gets revised by the Govt. of Manipur, within the contract period, the bidder will have to update the content based on same cost quoted for this tender.
- d) Quality Assurance benchmarks and processes will be deployed as per best prevalent practices in the country.
- e) The bidder should ensure proper installation of the Educational Content in the Computer system at the schools and their proper functioning; the respective Head of the school of the concerned school will certify the successful installation. The installation of educational software shall be done at the risk and cost of the bidder.

## The configurations of the PC system installed at the schools are as under:-

1	CPU	Intel Core 2 Quad Q9500 Processor (2.83 Ghz, 6 MB	
		L2 cache, 1333 – MHz FSB)	
2	Mother Board	Intel Q43 Express chipset	
3	RAM	6 GB DDR3 (1333Mhz)	
4	Hard Disk	500 GB SATA3, 3.0 Gb/s/16 MB Cache/10000 RPM	
5	Optical Drive	SATA DVD Read/Writer	
6	Monitor	18.5' LCD Monitor	
7	Key Board/ Mouse	USB Keyboard and mouse	
8	Ports	10 USB ports, 1 Serial, two P/S2 ports and one	
0	Ports	integrated Gigabit RJ45 Ethernet card	
9	Network	Network 10/100/100 Mbps Network card	
10	OS Windows Multipoint Server 2010		

#### Category I

#### **Category II**

1.	CPU	Intel Pentium Dual Core E2160 1.8 Ghz, I MB L2 Cache and 800 MHz – FSB with Intel EM 64 T	
2.	Mother Board	Intel Chipset (DG 3 Series and above)	
3.	RAM 1 GB 800 MHz DDR2 RAM with minimum 4GB Expandability		
4.	Hard Disk	160 GB, 7200 RPM Serial 80A HDD	
5.	Monitor	43.2 cm SVGA Digital Color Monitor (to support 1024 x 768 NI Resolution) MPRII Compliant or TCO -03 Certified.	
6.	Key Board/ Mouse	Optical Mouse and Multimedia Key Board	
7.	Ports	4 USB Ports	
8.	Network	10/100/1000 on board integrated network port with remote booting facility remote system installation, remote wake up.	
9.	OS	Windows XP Home.	

If any technical defects are found in the Multi Media Educational Content within 5 (five) year from the time of installation, the same will have to be rectified free of cost by the bidder.

The content developed will be the property of SSA, Manipur and it can be used by in any school in State of Manipur and it should haveIntellectual Proprietary Rights (IPR)

#### **GENERAL INSTRUCTIONS TO BIDDERS**

#### **Completeness of tender offer**

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer.

The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

#### **Bidding Process**

#### **Bid Submission**

The bids shall be submitted in two **envelopes**, i.e.

**Envelope -A (Technical bid)**: It should contain the EMD of specified amount along with all documents **except financial bid**.

**Envelope – B (Financial bid):** The financial bid should be submitted in prescribed proforma.

- All the two envelopes must be sealed properly & put up in an outer envelope which should also be sealed. All the envelopes may be addressed to The State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur. The envelopes should be marked with number i.e. A/B & "Bid for Multimedia Educational Content " should be written in the upper right corner.
- The bid shall be submitted in one copy only.
- The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign the contract/agreement. The person or persons signing the bid shall initial all pages of the bid & submit the signed bid document along with Technical Bid in envelop 'A' as a token of acceptance of al terms and conditions contained in the bid document.
- The last date for submission of bid is as per time schedule advertised or as amended.

## Prices MUST NOT be indicated in the Technical Bid and must be quoted in the Financial Bid only.

#### **Financial Bid**

Financial Bid should only indicate prices without any conditions or qualification whatsoever. Taxes such as VAT, service tax, duties, fees, levies etc., levied by Central & State Government/Government Bodies, as may be applicable in relation to supply of the goods should be all inclusive.

Bidders should express the price of their product in Indian currency only.

#### Pre Bid Conference

The bidders or their authorized representatives are invited to attend the prebid conference, which would be held in the Conference hall of State Project Office, Babupara, Imphal West, **Manipur on** .....

The purpose of the conference is to clarify the issues and to answer questions/doubts on any matter that may be raised at that stage. The bidders may give their suggestions, if any, in the conference.

The bidders are requested to submit any questions/request/suggestions in writing to reach The State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur, not later than 3(three) days prior to the date of scheduled conference.

Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.

Minutes of the meeting including the text of the questions raised and the responses given will be transmitted to all purchasers of the bid document/ participants of pre bid meeting. Any modifications in the bid document which may become necessary as a result of the pre bid meeting shall be made by The State Project Director exclusively through the issuance of a corrigendum. After issuance of such corrigendum(s), it shall be treated as an integral part of this bid document. Therefore, bidders are advised to study the corrigendum carefully before submission of their proposal. The department shall not accept any liability in this respect.

Tenders (non-transferable) would be considered in the prescribed tender form/ document only, which can be obtained in printed form, from the O/o the tendering authority i.e **The State Project Director, SSA, Manipur,** during office hours of working day, on payment of document fee (non-refundable) as per the schedule. Tender, duly filled and accompanying all supporting documents, should be submitted on or before the given time after which no tenders would be accepted.

The bidders who are downloading the tender document from the internet www.ssamanipur.nic.in must furnish the given tender fee.

The bids will be opened at the given address in the presence of representatives of the participating bidders as per the bid opening schedule mentioned earlier.

The Commercial Bids of only the bidders short- listed from the Technical bids will be opened. The bids will be opened on the scheduled date and time even in case of absence of the Bidders.

Tenders shall be submitted fully in accordance with the requirements of the General Terms and Conditions. Appropriate forms prescribed with this document shall be used for filling quotations. Incomplete, illegible and unsealed tenders will be rejected. Telegraphic tenders will not be accepted and no correspondence will be made in this regard.

All offers should be made in English. Conditional offers and offers qualified by vague and indefinite expressions such as "Subject to immediate acceptance", "Subject to prior sale" etc. will not be considered.

The price and conditions of the offer should be valid for at least a period of 180 days from the date of tender opening. Tender with validity of less than 180 days will be rejected.

Modification of specifications and extension of closing date of tender if required will be made by an Addendum. Copies of Addenda will be notified on the website.

These shall be signed and shall form a part of the tender in full and/or part thereof. The bidder shall carefully examine the tender documents and the technical specifications and fully acquaint themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof. Should a Bidder find discrepancies in or omissions from the specifications or other documents, or should there be any doubt as to their meaning, he should at once notify THE STATE PROJECT DIRECTOR SSA, MANIPUR and obtain clarification in writing. This however does not entitle the Bidder to ask for time beyond the due date fixed for receipt of tenders.

Submitted tender forms, with overwritten or erased or illegible rate or rates not shown in figures and words in English, will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and the total amount, the decision of the tendering authority will be final and binding on the Bidders. Total of each item and grand total of whole tender should be clearly written. Corrections in the tender, if unavoidable, should be made by rewriting with dated initial of the Bidder after scoring out of the wrong entries. Clerical and arithmetical mistakes may result in rejection of the tender.

Request from the Bidder in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates after opening of the tender will not be considered.

While tenders are under consideration, Bidders and their representatives or other interested parties, are advised to refrain from contacting by any means Bidders' personnel or representatives, on matters relating to the tenders under study.

THE STATE PROJECT DIRECTOR, SSA, MANIPUR if necessary will obtain clarification on tenders by requesting such information from any or all the Bidders either in writing or through personal contact as may be necessary. The Bidder will not be permitted to change the substance of his offer after the tenders have been received in THE STATE PROJECT DIRECTOR SSA, MANIPUR

Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for SSA, MANIPUR tenders in future for a period of 3 (three) years.

THE STATE PROJECT DIRECTOR SSA, MANIPUR reserves all rights to cancel the tender without assigning any reason thereof.

#### Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and THE STATE PROJECT DIRECTOR, SSA, MANIPUR will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

**Non-transferable Tender:** The Tender Document is not transferable. Only the party which has purchased this tender form shall be entitled to quote.

#### Proposal validity

Technical and Financial Proposals shall remain valid for a period of 180 days from the date specified for opening of Technical Bid. THE STATE PROJECT DIRECTOR, SSA, MANIPUR shall reject the Proposal as being non-responsive if it is valid for a shorter period.

In exceptional circumstances, prior to expiry of the original Proposal validity period, THE STATE PROJECT DIRECTOR, SSA, MANIPUR may request that the Bidders extend the period of validity for a specified additional period. The request and the responses there to shall be made in writing to or by facsimile on the listed contact information of the Bidders. In such cases, the Bidders shall not be required or permitted to modify the Proposal, but shall be required to extend the validity of the Proposal for the extension period.

#### EMD

The bidder shall furnish, as part of its general bid, an EMD of amount Rs. 6, 00,000/- (Rupees six Lac only). The EMD is required to protect THE STATE PROJECT DIRECTOR, SSA, MANIPUR against the risk of bidder's conduct, which would warrant the forfeiture of EMD.

The EMD shall be in the form of Demand Draft/Bankers' Cheque/Pay Order/Bank Guarantee (of the firm or its any authorized representative) from any Scheduled Bank. Demand Draft will be obtained from any nationalized / scheduled / commercial bank located in India, drawn in favour OF **THE STATE PROJECT DIRECTOR, SSA, MANIPUR,** payable at Imphal and will not be liable for any interest.

Any bid, not containing the EMD will be rejected as non-responsive.

Unsuccessful bidder's EMD will be discharged / returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity.

Any modification of the Proposal documents which may become necessary as a result of the Pre-Bid meeting shall be made by THE STATE PROJECT DIRECTOR, SSA, MANIPUR exclusively through the issue of an Addendum on the web site.

#### **Bid Opening**

Bids can be submitted up to <u>......</u> and it will be opened on <u>......</u> Hours in the presence of the representatives of the bidders who wish to attend the opening of the bids. Technically qualified bids will be taken up for further processing.

Financial Bids of technically qualified bidders will be opened in the presence of the bidders / representatives on a separate date and time which will be notified separately.

## No discussion / interaction will be held with the bidders whose bids have been rejected / disqualified.

# THE STATE PROJECT DIRECTOR, SSA, MANIPUR reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

**The TENDER Evaluation Committee(s**), shall evaluate the Technical Bids and Presentations and Commercial bids. The decisions of the Evaluation Committee(s) in the evaluation of the Commercial bids shall be final.

No correspondence will be entertained outside the process of negotiation / discussion with the Committee(s).

At the date, time and location of the bid opening as specified in the TENDER, the Evaluation Committee(s) shall open the Proposals, in the presence of Bidders' designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bidders' names, and any such other details as the Evaluation Committee(s) may consider appropriate, will be announced by the Evaluation Committee(s) at the opening.

The Evaluation Committee(s) reserves the right at any time to postpone or cancel a scheduled bid opening. The bids will be opened at the address specified in TENDER.

The bidders qualified in Pre-qualification Bids would only be called for opening of Technical Bids and for Technical Presentation.

After evaluation of technical bids, the commercial bids of only those Bidders who secure the 50% marks in technical evaluation, as specified in this TENDER, will be opened. The date and time of opening of the financial bids will be announced at a later date, and the bids would be opened in the presence of the Bidders' representatives who choose to be present.

#### Source Code and IPR

The ownership of source code of all applications developed for CAL software shall be transferred to THE STATE PROJECT DIRECTOR, SSA, MANIPUR. THE STATE PROJECT DIRECTOR, SSA, MANIPUR shall have all rights on Software, Source Code and related documentation for its unlimited, unrestricted use within the State of Manipur at unlimited number of locations, machines, computers, gadgets etc..

However, THE STATE PROJECT DIRECTOR, SSA, MANIPUR shall not allow its use to any other State Government for commercial or non-commercial purposes.

#### Language of bid & Correspondence

The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English, and the correspondence between the Bidder & THE STATE PROJECT DIRECTOR, SSA, MANIPUR will be in English language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed formal copy.

#### **Bid currencies**

Prices shall be quoted in INDIAN RUPEES, inclusive of all prevailing taxes.

#### Evaluation & selection criteria

The Evaluation Committee will carry out a detailed evaluation of the Proposals in order to determine whether the technical aspects are in accordance with the requirements set forth in the TENDER Document. In order to reach such a determination, the Evaluation Committee will examine and compare the technical aspects and thoroughness of the proposals on the basis of information provided by the bidder, taking into account the following factors:-

#### **Overall completeness and compliance with the requirement**

Proposed work-plan and methodology shall demonstrate that the bidder will achieve the performance standards within the time frame described in TENDER documents.

Any other relevant factors, listed in TENDER document, or which the THE STATE PROJECT DIRECTOR, SSA, MANIPUR deems necessary or prudent to take into consideration.

#### **Presentation of Sample Multimedia Educational Content**

#### Sample Multimedia Educational Content

# The bidders shall develop and submit sample multimedia educational content preferably in Bilingual (English - Meitei Mayak). The bidders can choose any topic from Maths or Science from 6<sup>th</sup> to 8<sup>th</sup> class.

This sample content is intended to assess the level of expertise of the bidder in converting given lessons into multimedia based teaching content. Following points will be assessed:-

SI.No.	Description	Marks			
1.	Interactiveness (ability of the user to	10			
	actively participate in the learning process)				
2.	Reactiveness (navigational facilities and	10			
	ability to select the preferred language				
	within the session)				
3.	Use of effective and relevant multimedia to				
	achieve instructional objectives.				
4.	Maintaining the continuous interest and	10			
	attraction of the users.				
5.	Built in assessment facilities.	10			

#### Technical Evaluation:

The **Evaluation Committee** will evaluate the Bids to determine the technical qualification and competence of the substantially responsive Bidders to prepare a panel of technically qualified Bidders.

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weightage have been presented in the following table. The marking scheme presented here is an indication of the relative importance of the evaluation criteria.

Bidders securing a minimum of 50% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

SI. No.	Criteria	Max. Marks	Method of allotting marks for Technical Score
1.	Presentation of sample content	50	The marks will be awarded based on the multimedia content.
2.	No. of Projects completed for Government Agencies	30	The bidder with the maximum number of projects for Government Agencies will get 30 marks and other bidders will be awarded proportionately less marks. (E.g.) If the maximum no. of project is 10, then the bidder completed them will get 30 marks. Bidder completed 5 projects will get (5/10) x 30 = 15 Marks.
3.	Financial Capability Average Annual turnover in last two years in development of Multimedia Educational content.	10	The bidder with the maximum average turnover will get 20 marks and other bidders will be awarded proportionately less marks (E.g.) if highest turnover is 1 Crore, bidder having this will get 10 marks. Bidder having 50 lakhs turnover will get (5/10) x10 = 5 marks.
4.	Proof for Quality Certification from any of the Government Agencies (such as STQC etc) for their Application/CAL Tool	5	Full Marks for the Proof for Quality Certification from the Government Agency. No Marks if there is no certification

5.	Experience in content development and deployment in North East Region.	5	The bidder with the maximum number of projects for North East Region will get full 5 marks and other bidders will be awarded proportionately less marks. (E.g.) If the maximum no. of projects in North East Region is 10, then the bidder completed them will get 5 marks. Bidder completed 7 projects will get $(7/10) \times 5 = 3.5$ Marks.
	Total Marks	100	

#### **Disqualification or Rejection of Tender**

The tender is liable to be rejected or the bidder be disqualified at any stage on account of the following.

- If the bid or its submission is not in conformity with the instruction mentioned herein.
- If the bid is not accompanied by the requisite TENDER document cost
- If the bid is not accompanied by the requisite EMD.
- If it is not signed with seal, on all the pages of the bid document.
- If it is received after the expiry of due date and time.
- If it is incomplete and required documents are not furnished.

#### **Payment Terms**

Multimedia Content

- a) Advance Payment 25% would be released on issue of the work order and Contract Signing against Bank Guarantee.
- **b)** 50% would be released after the approval of expert committee
- c) 25% would be released on delivery and deployment of the multimedia educational content in pilot schools.

Release of Payment for Training and Implementation shall be discussed and agreed between SPD, SSA, Manipur and the Supplier.

#### TDS shall be deducted as per the Income Tax Laws, if applicable.

The Security Deposit will be refunded after 30 days of successful completion of the supply order.

#### Liquidity Damages (LD)

In the event of failure to supply the Multimedia Educational Content s as per conditions of this document, The State Project Director reserves the option to recover liquidated damages (LD) which would be recovered from the supplier in the following manner:

S.No.	Delay Limit	LD to be recovered
1.	Delay up to 1week of the supply period	2.5% of the order value (Minimum)
2.	Delay more than 1 week and upto 2 weeks of the supply period	5% of the order value
3.	Delay above 2 weeks & Up to 3 weeks of the supply period	7.5% of the order value
4.	Delay above 3 weeks of the supply period	10% of the of the order value (Maximum)

In case of any condition beyond the control of supplier, the supplier should request The State Project Director to extend the time limit. This request shall be entertained before the due date of supply only. The State Project Director reserves the right to extend the supply period with/without LD or to reject the application on insufficient grounds.

#### Rejection of bid.

The bids which do not fulfill any of the conditions or the notified requirements, directions & guidelines laid down by the State Government/The State Project Director, shall be considered incomplete and are liable to be rejected without assigning any reason thereof.

#### Alternative Proposals by Bidders

Bidders shall submit bid, which comply with the documents, including the basic requirements as indicated in the bid documents. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions that one bidder shall submit only one bid, either individually or as partner in any of the organization failing which both or all such bids shall be rejected.

#### Security Deposit (SD)

- Successful Bidder shall carry out the supply in conformity with generally accepted professional and technically accepted norms relevant to such assignments that are required for the supply of Multimedia Educational Content s of approved specifications and which are to the entire satisfaction of The State Project Director.
- In the event of any deficiency in supply, the Successful Bidder shall promptly take necessary action to resolve it, at no additional price.
- Successful bidder will have to execute an agreement on a Non-Judicial Stamp ( to be purchased from the state of Manipur only)of appropriate value within a period of 15 days of receipt of order and deposit security deposit which shall be 5% of the contract value, prior to signing of agreement. The cost of the stamp paper shall be borne by the bidder.

- The earnest money deposited at the time of submission of tender may be adjusted towards Security Deposit amount or alternatively the bidder, taking the EMD back, may deposit a fresh SD.
- The form of Security Deposit Money shall be as below :

Bank Draft/Bankers Cheque/Bank Guarantee duly discharged in favour of The State Project Director, Sarva Shiksha Abhiyan, Manipur.

- The SD money shall be refunded after expiry of contract period/extended period provided there is no breach of contract on the part of contractor.
- The purchaser will pay no interest on the EMD & Security Deposit.
- Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the SD.

#### **Forfeiture of Security Deposit**

Security Deposit amount in full or part may be forfeited in the following cases:

- i. When the terms and conditions of contract is breached by the supplier.
- ii. When the bidder fails to make complete supply satisfactorily.
- iii. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of The State Project Director shall be final, in this regard.
- iv. Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds, to award the contract to the next lowest evaluated bidder or call for new bids.

#### **12. General Conditions**

- <u>Income Tax, Service Tax Registration Certificates</u>: No bidder shall participate in the bid process without registration under the provisions of relevant Act and produces registration certificate/returns, with the technical Bid (Envelope 'A'). Certificates from the competent authority shall be enclosed with technical bid. The Successful Bidder has to submit necessary/relevant tax clearance certificates at the time of signing the Contract.
- In the support of information regarding turn over, the certificates from CA are to be attached otherwise the same would not be considered. The audited statements of last two financial years are also to be submitted with technical bid.
- Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The bidder shall sign the tender form at each page and at the end, in token of acceptance of all the

terms and conditions of the tender. The signed tender document is to be submitted with technical bid.

- Rates shall be written both in words and figures. There should not be errors and/or over writings. Corrections, if any, should be made clearly and initialed with dates. The element of the VAT and Central Sales Tax should be indicated separately.
- Bidder shall quote firm prices of Multimedia Educational Content in the price bid. No conditional discounts shall be quoted in the bid e.g. discounts based on conditions linked with bid/security Deposit/guarantees, advance payments, selection of combination of products or product options etc. Financial bids with such conditional clauses may be rejected.
- **Comparison of Rates:** Financial bids of all the Technically Qualified Bidder shall be evaluated. The State Project Director reserves the right to award the contract to the firm quoting lowest rate or other than lowest rate at its sole discretion without assigning the reason thereof.
- Arbitration: If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the bidder to the Secretary/ Commissioner, Education (S), Government of Manipur who will be the Sole Arbitrator and whose decision shall be binding on both the parties.
- **TDS:** TDS shall be deducted at source, if applicable.
- **Jurisdiction:** All legal proceedings, if necessary, arises to be instituted by any of the parties (The State Project Director or Contractor) shall have to be lodged in the courts situated in Imphal city only and not elsewhere.
- Loss of Revenue to the Purchaser : The bidder shall be vicariously liable to indemnify the purchaser in case of any misuse of data/ information by the bidder, deliberate or otherwise, which comes into the knowledge of The State Project Director during the performance or duration of the contract and thereafter.
- **Changed orders:** The State Project Director may at any time, by a written order given to the successful bidder, may change the specifications of Multimedia Educational Content. If any such change causes an increase or decrease in the cost of, or the time required for, affects bidder's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the security deposit, contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the bidder's receipt of the The State Project Director's changed order.
- **Contract Amendments:** No variation in or modification in the terms of the Contact shall be made except by written

amendment signed by both the parties i.e. The State Project Director & the bidder.

- Purchaser Right to Accept any bid and to reject any or all bids: The purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds or the Purchasers action.
- **Notification of award:** Prior to the expiry of the period of the bid validity, the purchaser will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract.

Upon the successful bidder's furnishing of Security Deposit, The State Project Director, will notify each unsuccessful bidder and will discharge its EMD.

- **Period of Validity:** Bids shall remain valid for 180 days from the last date of bid submission prescribed by The State Project Director which may be extended with mutual consent. The State Project Director may reject a bid valid for a shorter period as non-responsive.
- **Period of Contract:** The period of the contract shall be two year from the date of signing of contract extendable, with mutual consent, up to one year

#### • Force Majeure:

- a) Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its Security Deposit, or termination for default, if any to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For the purposes of this clauses, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the bidder shall promptly notify The State Project Director in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all measures, prevented by the force majeure event.
- d) The purchaser may terminate this contract, by giving a written notice of minimum 30 days to the bidder being unable to supply the said goods.

- **Termination for insolvency:** The purchaser may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- **Termination for Convenience:** The purchaser may, by written notice to the bidder, may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency/party.
- If a bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tenders shall be liable to be rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by The State Project Director.
- The State Project Director reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items to more than one firms.
- Any of the Financial Terms & Conditions not covered in this bid document shall be governed as per the provisions of rules prescribed by the Government of Manipur.

The bidder should sign and seal, each and every page of bid document. If the bidder fails to do so, his bid shall not be considered for.

## **Check List**

SI.No.	Description	Yes/No.		
1.	Self-Declaration Form in Non Judicial Stamp Paper			
2.	Representative Authorization Letter			
3.	Acceptance Letter			
4.	Details of Organization			
5.	Financial Details of the Organization			
6.	Proposed Methodology and Timelines			
7.	Financial Bid			
8.	Sample Content			
9.	Company Registration Certificate			
10.	10. Audited Balance sheets for preceding three years with IT			
	Returns			
11.	11. Other supporting Documents to be enclosed with the			
Technical Bid				
12.	. Tax Registration Certificates			

#### **Technical Bid**

#### **REPRESENTATIVE AUTHORIZATION LETTER**

Τo,

The State Project Director, SSA, State Mission Authority, Babupara, Imphal, Manipur

Ms. /Mr. \_\_\_\_\_\_\_ is hereby authorised to sign relevant documents on behalf of the company in dealing with invitation reference No. \_\_\_\_\_\_, Dt: \_\_\_\_\_\_.

She/He is also authorised to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorised Signatory

Representative Signature

#### SELF DECLARATION (To be given in non-judicial Stamp Paper)

#### Date:

Τo,

The State Project Director, SSA, State Mission Authority, Babupara, Imphal, Manipur

In response to the NIT No, Dt:,				
I/We hereby declare that our company	is			
having unblemished past record and was not declare ineligible for corrup	t &			
fraudulent practices either indefinitely or for a particular period of time.				

#### Annexure - 1

#### ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE BID DOCUMENT

Τo,

The State Project Director, SSA, State Mission Authority, Babupara, Imphal, Manipur

Sir,

I have carefully gone through the Terms & Conditions contained in the bid document regarding Appointment of Software Solution Provider for development & Implementation of Multi Media Educational Content under Computer Aided Learning (CAL) project Manipur Upper Primary Schools under, SSA.

I declare that all the provisions of this Tender Document are acceptable to my company. I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

#### Annexure - 2

#### **DETAILS OF THE ORGANISATON**

1.	Name of the Organisation	
2.	Registered Address	
3.	Year of Establishment	
4.	Details of Registration /Incorporation	

Deta	Details of the Technical Specialist employed with the Organisation					
Sr. No.	Name	Qualifications	Years of Exp.	Roles & Responsibilities		
1.						
2.						
3.						
4.						
5.						
6.						

• Attach extra sheet(s), if required.

#### **Content Development Platform Used:**

•	Hardware Platform:	
•	Software Platform:	

#### List of Project Handled:

SI.No.	Client	Project Description	
Attach extra sheet(s), if required.			

### Any other relevant details about the Organisation.

#### Annexure – 3

#### **DECLARATION OF FINANCIAL DETAILS**

1.	Name of the Organisation	
2.	Address	
3.	City	Pin code
4.	Phone:	Fax:
5.	Email	Website:

FINANCIAL DETAILS				
SI. No.	Year	Turn over		

Copies of Audited Balance sheets for the above mentioned financial years are attached.

#### Annexure – 4

PROPOSED METHODOLOGY & TIME LINE

• Attach extra sheet(s), if required.

#### Annexure - 5

#### **Financial Bid**

#### Date:

To, The State Project Director SSA, Manipur

With respect to the NIT dated ....., followed by submission of our bid dated --------, after studying given specifications & all other conditions of the bid document, read with clarifications/ corrigendum, we hereby submit our financial proposal as under:

SI. No	Particulars	Amount (Rs.)
1.	Multimedia Educational Content	
2.	Training	
3.	Implementation	
4.	Taxes and other charges if any	
	Total	