

RFP No. 01/Schools/ATO/KMC/Date: 11-12-2017

**GOVERNMENT OF ANDHRA PRADESH
MUNICIPAL ADMINISTRATION DEPARTMENT**

**Package-I
KADAPA MUNICIPAL CORPORATION
Y.S.R KADAPA DISTRICT**

REQUEST FOR PROPOSAL (RFP)

For

Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, in Kadapa Municipal Corporation, Y.S.R Kadapa District.

**Issued By:
Commissioner,
Kadapa Municipal Corporation,
Railway Station Road, Besides Traffic Police Station,
Kadapa-516001.**

Government of Andhra Pradesh
Municipal Administration Department
Ref: THE COMMISSIONER OF MUNICIPAL CORPORATION KADAPA/Smart Class
Rooms//2017, Date: 11-12-2017

REQUEST FOR PROPOSAL (RFP)

The Commissioner of Municipal Corporation Kadapa desires to invite Request for Proposal (RFP) for Selection of Implementing Agency for "Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary and Primary Schools in the state of Andhra Pradesh including warranty for two years and followed by AMC for 3 years." The detailed RFP including EMD, TOR, Eligibility criteria etc., can be downloaded from website of available at www.kadapa.cdma.ap.gov.in from **11 December 2017 from 10:30 AM onwards**. *The last date for submission of bids is 22 December 2017 up to 5.00 PM. The date of Pre-bid Conference will be held on 16-12-2017 at 11:00 AM at O/o Superintending Engineer, Municipal Corporation, Kadapa.*

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Commissioner, Municipal Corporation Kadapa

Key Dates

Sl. No.	Activity	Start Date	Time
1	Bid Calling Date	11-12-2017	10:30 AM
2	Pre-bid Queries: Any Queries related to bid, may be sent to email: apusp11@gmail.com	16-12-2017	10:30 AM
3	Posting of response to queries (Any Corrigendum / reply will be replied to the same email)	16-12-2017	04:00 PM
4	Last date for Physical submission of Bids at O/o Commissioner, Municipal Corporation, Kadapa	22-12-2017	05:00 PM
5	Bid Opening date	23-12-2017	11:00 AM
6	Date of opening of Financial bids	26-12-2017	11:00 AM

DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of The Commissioner of Municipal Corporation Kadapa, AP or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided in writing.

This tender document is intended to be and is hereby issued only to the prospective Bidders. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This tender document does not purport to contain all the information that each Bidder may require. This tender document may not be appropriate for all bidders, and it is not possible for The Commissioner of Municipal Corporation Kadapa, AP, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document. The assumptions, assessments, statements and information contained in the tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document and where necessary obtain independent advice from appropriate sources. The Commissioner of Municipal Corporation Kadapa, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the tender document.

Information provided in this tender to the Bidder(s) is on wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Commissioner of Municipal Corporation Kadapa accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Commissioner of Municipal Corporation Kadapa also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document.

The Commissioner of Municipal Corporation Kadapa, may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document before the last date of bid submission with reasonable time to bidders to submit modifications, if any.

The issue of this tender document does not imply that The Commissioner of Municipal Corporation Kadapa is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and The Commissioner of Municipal Corporation Kadapa reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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SECTION I - INTRODUCTION

1. ABOUT MUNICIPAL ADMINISTRATION, GOVERNMENT OF ANDHRA PRADESH

1. Government of Andhra Pradesh is making fast strides towards overall growth, smart cities and sustainable development, Education provides the instrument for attaining these goals.
2. The Municipal Administration Department, Government of Andhra Pradesh is committed to educating and nurturing all students by providing better access, promoting enrolment and retention. The department aims to provide quality education to the students of municipal schools by providing world class infrastructure that enables teachers to interact with their students in a virtual and digital environment.
3. Govt. of Andhra Pradesh intends to provide Virtual and Digital classroom Solution with Interactivity facility for Municipal High Schools, Upper Primary schools and Primary schools in the State of Andhra Pradesh. The Director of Municipal Administration have authorised the APMDP vide Roc.No.13024/2017/D1, Dt.07.04.2017 to take up the bid process for selection of Bidder to Supply, Installation, Commissioning, and Maintenance of Virtual and Digital classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary and Primary Schools in the State of Andhra Pradesh, the APMDP will act as a facilitator till the selection successful bidder, thereafter the agreements will be included in between the bidder and respective ULB. The role of APMDP will be ended after signing of agreement.

2. BRIEF:

1. Information and Communication Technology (ICT) has brought significant changes in all-round Development of the society. Information Technology plays a very crucial role in socio-economic development of the society as envisioned by Honourable Chief Minister of Andhra Pradesh. The Municipal Administration department plans to transform the municipal school infrastructure to world leading standards by encouraging innovative approach. In this view, the department proposes to provide digital and virtual classrooms with interactive boards in Government Municipal Schools. Moreover, the department would like to use the same classroom as a virtual studio that enables the teacher to deliver lectures virtually to other classrooms across different schools.
2. Government aims to implement e-classroom/virtual classroom solution by providing the Andhra Pradesh curriculum mapped multimedia content both in Telugu and English medium. The department aims to provide vernacular content to municipal school students with a robust content delivery platform. The teachers should be able to deliver the lecture along with content to students remotely through virtual classroom platform. The teacher should be able to interact with the board digitally through an interactive white boarding solution and transmit their interactions to all the classrooms connected to them virtually.
3. The proposed solution would be used by teachers for planning and scheduling their classes. The solution will help the teachers in effectively delivering lessons to their students' using digital content in the classroom and virtual classes conducted by the expert teachers in the individual domains and evaluate students more effectively. Analytics gathered through the content delivery platform should help Department to identify conceptual gaps in student learning, help in teacher training, make appropriate changes to the school curriculum etc. It should also help teachers better understand the

ideal learning paths of the students. As such the digital content provides a Collaborative Platform with assessments and Analytics.

SECTION II - INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

The works described in the bid document is a single responsibility turnkey job of Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary and Primary Schools in the state of Andhra Pradesh including warranty for 2 years and AMC for 3 years.

Bidders are to submit unconditional bids only. Conditional bids are liable to be rejected summarily.

All communications in reference to this bid must be made

To

The Commissioner,
Kadapa Municipal Corporation,
Railway Station Road, Besides Traffic Police Station,
Kadapa-516001.

www.kadapa.cdma.ap.gov.in

2. DURATION OF CONTRACT

Duration for "Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary and Primary Schools in the state of Andhra Pradesh" is 70 days from the date of issue of Letter of Award.

Duration of Warranty is two years and AMC for 3 years (total 5 years) after the successful commissioning as per the provisions of this RFP and acceptance by The Commissioner of Municipal Corporation Kadapa.

3. ELIGIBILITY CRITERIA

3.1 Eligible Bidders

A Bidder may be a firm that is a private entity, a state-owned enterprise or institution or any combination of such entities in the form of a joint venture (JV) / Consortium under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV / Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. A Maximum of 2 companies can form a Joint Venture for the purpose of bidding the Work.

The bidder/ s should be registered under Contract Labour Act 1970. The scanned copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be submitted.

The bidder should be a Company registered in India under the Indian Companies Act 1956 or a

partnership firm registered under the India Partnership Act 1932 with their registered office in India. The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory.

The Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder has a close business or family relationship with a professional staff of the Employer (or of the project management consulting agency) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract

The bidder shall not have been blacklisted by any of the central/ state government/ Semi-government/ PSU's of central/ state governments.

3.2 Financial Eligibility

3.2.1 Financial eligibility (general)

The prime bidder should have an annual turnover of Rs. 20.0 Crores in any one year in the last three years.

In case of a joint venture JV partner should have an annual Turnover of Rs.5.0 Cr subject to meeting of total Turnover of both the partners put together.

Attested copies of the bidders audited annual reports/ financial statement for each of the three financial years' i.e., 2013-14, 2014-15 and 2015-16 have to be attached along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, net worth & annual turnover during these years.

3.2.2 Financial eligibility (specific to the bid)

The bidder should have the implemented ICT/Smart Classroom projects amounting to an aggregate of more than 10 Cr. in last 5 years.

3.3 Technical Eligibility

3.3.1 Each bidder is requested to demonstrate Proof of Concept Implementation (POCI) on pre-bid meeting or before the technical committee as notified by The Commissioner of Municipal Corporation Kadapa.

3.3.2 The bidder selection is based on region wise and successful bidder would need to enter in to an agreement with respective Regional Director/ULB.

3.3.3 The bidder may note that the number of schools or classrooms may increase or decrease at the sole discretion of Regional Director/ULB.

3.3.4 The bidder who will score 70 marks out of 100 marks in the technical evaluation will be considered as technically qualified and becomes eligible for financial bid opening.

4. BID DOCUMENT FEES & EARNEST MONEY DEPOSIT

1. The bids are invited from the reputed System Integrator (SI) and Original Equipment Manufacturer (OEM) for the supply, installation, commissioning, and maintenance of items as per the terms of RFP.

2. The Bid document fees is **Rs.10,000/-** (Rs. Ten Thousand only), in the form of a Demand Draft in favour of The Commissioner, Kadapa Municipal Corporation, Kadapa.
3. The Earnest Money Deposit (EMD) of **Rs. 1,50,000/-** (Rupees one Lakh Fifty Thousand only) will have to be furnished separately in the D.D from a Nationalized / Scheduled / Commercial Bank in favour of The Commissioner, Kadapa Municipal Corporation, Kadapa and same shall be uploaded in e-tendering portal and also submit along with the Bid physically as specified in RFP (section Key dates) of this bid.
4. The Earnest Money Deposit of un-successful bidders shall be returned/ refunded within 21 working days of award of Contract. The cost of tender of **Rs.10,000/-** is non-refundable. In case of successful bidder, the EMD will be refunded only after successful completion of the contract period.
5. The Bidders have to submit all the requisite details mentioned in the e-tendering portal. All the required documents including the EMD, demand BG, should to be submitted.
6. The EMD will be forfeited at the discretion of, The Commissioner of Municipal Corporation Kadapa/ULB on account of one or more of the following reasons:
 - 3.6.1.The Bidder withdraws the Bid during the period of Bid validity.
 - 3.6.2.Bidder does not respond to the requests for clarification of Bid.
 - 3.6.3.Bidder fails to co-operate in the Bid evaluation process.
 - 3.6.4.Bidder is found to be engaged in corrupt/fraudulent practices.
 - 3.6.5.In case of a successful Bidder, the said bidder fails in the event of
 - 3.6.5.1.1.1. To furnish Performance Bank Guarantee or
 - 3.6.5.1.1.2. To sign the agreement in time
 - 3.6.5.1.1.3. Failure to execute the contract as per terms and conditions stipulated in the tender documents.
 - 3.6.6.The Bidders can't withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD.
 - 3.6.7.If the bid is not in conformity with the instructions mentioned in the tender document.
 - 3.6.8.If the bidder violates any provision of the terms and conditions of the tender document.
 - 3.6.9.Refusal by the bidder to accept an arithmetical error or otherwise appearing on the face of tender;

5. SITE VISIT BEFORE BIDDING

Bidder to inform itself fully- The bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. The Commissioner of Municipal Corporation Kadapa will not be responsible for any misunderstanding/ misinterpretation of the scope of work. Bidders are free to visit the said school sites to understand the location/ technicalities for implementation of above project.

The bidder shall be deemed to have satisfied himself of all conditions and circumstances affecting the bid price, as to the general circumstances at the site of the work, as to the general manpower availability at the site, water, electricity, as to the transport conditions, as to the climatic and meteorological conditions and to have fixed his prices according to his own view of these.

No claims except as otherwise expressly provided will afterwards be accepted due to non-inspection

of the site.

6. OMISSIONS ERRORS, CLARIFICATION AND PRE BID MEETING

- 6.1 Bidder shall carefully examine the scope of work and specifications and fully inform themselves as to the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder find discrepancies or omissions in the documents or should he be in doubt as to their meaning it should notify the Department/ The Commissioner of Municipal Corporation Kadapa in writing not later than one week or present his request in written form during the pre-tender meeting.
- 6.2 The department/ The Commissioner of Municipal Corporation Kadapa will respond to any request which is made prior to or during the pre-bid meeting. Any resulting interpretation or modification of the bid documents The Commissioner of Municipal Corporation Kadapa shall consolidate all and clarify the same through www.kadapa.cdma.ap.gov.in
- 6.3 The Bidder shall acknowledge in writing the receipt of each addendum. No claims except as otherwise expressly provided will afterwards be accepted due to non-understanding or mis-interpretation of the bid documents.
- 6.4 The Pre-bid meeting shall take place at the office of the Superintending Engineer, Municipal Corporation, Kadapa on the date mentioned in **RFP (section Key dates) of this bid.**
- 6.5 The Commissioner of Municipal Corporation Kadapa reserves the right to allot/cancel the tenders invited for setting up of Smart Classrooms as it may consider/deem fit and proper and to reject the tenders/ applications without assigning any reasons at any stage.

7. AMENDMENT OF TENDER DOCUMENTS

- 7.1 At any time before the scheduled submission of bid, The Commissioner of Municipal Corporation Kadapa may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amendment/addendum.
- 7.2 The amendment/response to clarification(s), if any, will be uploaded on the website: www.kadapa.cdma.ap.gov.in or which will be binding on them. The Commissioner of Municipal Corporation Kadapa may, at its discretion, extend the date for submission and/or opening of the bid.
- 7.3 In order to allow all prospective bidders, The Commissioner of Municipal Corporation Kadapa may, at its discretion shall, extend the deadline for the submission of bids for a reasonable time to take the amendment into account in preparing their bid.

8. ALTERNATIVE PROPOSAL

No Alternative proposal will be considered with respect to specifications, technical requirements etc.

9. BID VALIDITY PERIOD

Bid shall remain valid for the period of 180 days from the date of submission of the Bid.

On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

10. SUBMISSION OF BID

- 10.1 Tender Document can be downloaded from the website i.e. www.kadapa.cdma.ap.gov.in.
- 10.2 Submission of bids shall be deemed to have being done after careful study and examination of the tender document with full understanding of its implications.
- 10.3 The Bids need to be submitted manually in Corporation Office, Kadapa at Superintending Engineer cabin.
- 10.4 The bidder must be an authorized representative of the product offered.
- 10.5 The Bids needs to be submitted manually in Corporation Office, Kadapa at Superintending Engineer cabin or in three parts which will include Key Features including bidder's profile, Technical Bid as per the Performa given in **Annexure-III** and Financial Bid as per Performa given in **Annexure-IV**.
- 10.6 Bidder shall submit their offer in electronic format on up to the end date and time for submission of the bid, after stamping and digitally signing the same. Offers which are not digitally signed and stamped will not be accepted. Further physical bids in duplicate in 3 separate envelops are to be submitted as per the Time schedule given in the RFP (section Key dates) of this bid.
- 10.7 The Commissioner of Municipal Corporation Kadapa reserves the right to extend the Contract at its sole discretion and requirement.
- 10.8 Bids will be opened online as per time schedule mentioned in RFP.
- 10.9 The Bidder shall bear all costs associated with the preparation and submission of its bid, and for the purposes of clarification of the bid, including site inspection, if so desired by the Authority.

11. SUB-LETTING OF CONTRACT

In no case the successful bidder shall be allowed to sublet this project on back to back basis at any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect and Performance bank guarantee shall be invoked.

12. ACCEPTANCE AND WITHDRAWAL

- 12.1 The final acceptance of the tender would entirely vest with The Commissioner of Municipal Corporation Kadapa, which reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of The Commissioner of Municipal Corporation Kadapa to communicate in any way with rejected bidders. After acceptance of the tender by The Commissioner of Municipal Corporation Kadapa, the bidder shall have no right to withdraw his tender or claim higher price.
- 12.2 Tender with incomplete information is liable for rejection.
- 12.3 Any dispute/difference arising out or relating to this agreement including the interpretation of the terms and conditions will be resolved through mutual discussions.

13. COMPLIANCE WITH LAWS

Each party shall comply with all applicable central, state and local laws, regulations and ordinances including, but not limited to, the regulations of the India and in case of the SUCCESSFUL BIDDER defaulting in performing any of the above conditions he/she will be debarred for bidding of any tender/NIT/ RFP of The Commissioner of Municipal Corporation Kadapa and will be blacklisted for a period of three years.

14. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

15. AFFIDAVIT

The bidder shall furnish an affidavit to the effect that the correct information has been furnished in the tender and the bidder shall be solely responsible for furnishing wrong/false information in the bid.

16. BID OPENING

- 16.1 An Official authorized by The Commissioner of Municipal Corporation Kadapa will perform the bid opening, which is a critical event in the bidding process.
- 16.2 The bid opening shall be opened by the authorized official in the presence of those bidders or their authorized representatives who may be present at the time of the opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.
- 16.3 The Commissioner of Municipal Corporation Kadapa shall conduct the bid opening at the address, date and time specified in the **RFP (section Key dates) of this bid**.
- 16.4 All the bids received up to the specified time and date shall be opened at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.
- 16.5 All the documents shall be downloaded from www.kadapa.cdma.ap.gov.in, with regard to any amendments / addendums shall be downloaded from www.kadapa.cdma.ap.gov.in.
- 16.6 There will be three bid-opening events
 - a. Set 1- (RFP Document fee & Bid Security/EMD) and Set 2 (Pre-Qualification bid)
 - b. Set 3- Technical bid
 - c. Set 4- Financial bid
- 16.7 All the bids, except the financial bids, shall be opened one at a time, and the name of the bidder and other details as the authorized official may consider appropriate will be read out. No Bid shall be rejected at the time of opening of Technical Bids except the late bids, alternative bids and Bids not accompanied with the proof of payment or instrument of the EMD.
- 16.8 The Commissioner of Municipal Corporation Kadapa shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of the Technical Evaluation Committee with date and time of opening of the Bids.

17. DUE DATE FOR SUBMISSION OF BIDS

- 17.1 Due date for submission of the bids will be as per the RFP document- Key Dates section.
- 17.2 The Commissioner of Municipal Corporation Kadapa may, at its discretion, extend this due date for submission of bids by amending the Bid Documents in which case all rights and obligations of The Commissioner of Municipal Corporation Kadapa and Bidders previously subject to the due date will thereafter be subject to as extended.

17.3 In the event of the specified date for the submission of Bids being declared a holiday for The Commissioner of Municipal Corporation Kadapa, the Bids will be received up to the appointed time on the next working day.

18. LATE BIDS

Any Bid received by The Commissioner of Municipal Corporation Kadapa after the due date for submission of bids prescribed by The Commissioner of Municipal Corporation Kadapa pursuant to clause 19, will be summarily rejected.

19. EVALUATION OF TENDERS: Selection Process for bidder

19.1 Preliminary Examination of Bids

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP With lesser validity period.

19.2 Clarification on Bids

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

19.3 Evaluation Process

- 19.3.1.1 Successful bidder will be selected through a rigorous selection process and the bidder who quoted the lowest rate (L1) will be awarded with the work.

Authorities have constituted a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows-

19.3.2 Stage 1: Pre-Qualification

Authority shall validate the following documents as per RFP. Each of the Pre-Qualification condition mentioned in this RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

- 19.3.2.1 Scanned copy of Demand Draft in respect of bid document fee towards the cost of tender from a Nationalized/ Scheduled / commercial Bank drawn in favour of The Commissioner, Kadapa Municipal Corporation, Kadapa.
- 19.3.2.2 Scanned copy of Bank Guarantee in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled /commercial Bank drawn in favour of The Commissioner, Kadapa Municipal Corporation, Kadapa.
- 19.3.2.3 Original Bank Guarantee in respect of Earnest Money Deposit (EMD) and bid document fee should be submitted physically.
- 19.3.2.4 Permanent Account No (PAN) of the Bidder/ Firm/ Company/ Society.
- 19.3.2.5 Self attested copy of sales/ service tax registration and sales/ service tax return filed in last three years.
- 19.3.2.6 Self attested copy of certificate that the up-to date Income Tax Returns filed.
- 19.3.2.7 Self attested documentary evidence of (a) the Proof of Residence of the Bidder (in case of Proprietor/Partnership Firm (b) Proof of Registered Office of the Company and Residential Address of the Director/Authorized Representative (in case of Bidder being a Company) (c) Proof of Registered office of the Society and Residence of President/Secretary (in case Bidder being a Society) as well as, Proof of the Address of the Office of the Bidder Firm/Company/Society.
- 19.3.2.8 Self attested copy of bank statement indicating name of the Bank and Account No. of the Bidder Firm/ Company/ Society.
- 19.3.2.9 A completion certificate from the user agency certifying the successful completion of the similar work done by the bidder may be uploaded along-with the tender documents.
- 19.3.2.10 The bidder will submit an undertaking that after the award of the work to them, they will open a support office in Guntur (or as specified by the authority) manned with their own qualified support staff/Engineer with their Customer Care Number.
- 19.3.2.11 The turnover/net-worth/financial status of the bidder shall be ascertained from the following documents which the bidder is required to upload (scanned copy) along with the tender document for the preceding three Financial years FY 2014-15, 2015-16 and 2016-17 duly certified by a Chartered Accountant

- Audited Financial Statement of the Firm/Company/ Society
 - Audited Balance sheet of the Firm / Company /Society
 - Audited copies of profit and loss statements
- 19.3.2.12 An undertaking (scanned copy) shall be uploaded with the technical bid documents by the intending bidder that their firm/company/society has not been blacklisted by any Govt/ Semi Govt. organization/ PSU'S of the central/ state government duly counter signed by Notary.
- 19.3.2.13 The Bidder should submit Bank Solvency Certificate for a minimum amount of 50% of the contract value, issued on or after 1st October 2016 by a Nationalized / Scheduled / commercial bank. This Bank solvency certificate may be got verified from the Bank concerned.
- 19.3.2.14 The scanned copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be submitted.
- 19.3.2.15 Technical bids (ANNEXURE-III) along with the compliance sheet of technical specifications as mentioned in Annexure II(A),II(B),II(C) and with necessary documents should be filled in all respects and each paper should be signed by the authorized representative, scanned and uploaded in e-tendering portal.
- 19.3.2.16 The bidder has to submit a Bid letter as per format given in Annexure-III (A).
- 19.3.2.17 The bidder has to submit the Financial Information Summary of the Company/Agency/Organization as per format given in Annexure-III (B).
- 19.3.2.18 The bidder has to submit the details of establishing ICT/Smart classrooms in the last 5 years as per format given in Annexure-III (C).
- 19.3.2.19 Details of multimedia based Educational Digital content already developed by the bidder for classes I to X as per AP State Government syllabus with experience certificates for each contract as per format given in Annexure-III (D).
- 19.3.2.20 A list of OEM/Brand wise details of deliverables of Hardware supplied by the vender to be uploaded along-with the Technical bid as per format given in Annexure-III (E).
- 19.3.2.21 The bidder has to submit a Commitment letter for the support from the Principal Manufacturer/OEM as per format given in Annexure-III (F).
- 19.3.2.22 The bidders should give an undertaking regarding acceptance of the implementation schedule and payment terms as mentioned in Annexure-III (G). Any deviation in the implementation schedule shall make the tender liable for rejection.
- 19.3.2.23 The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory
- 19.3.2.24 The bidders should give clause-by-clause compliance for the technical specification of the solution as in the tender in their

- technical bids. Also, give unconditional compliance of all the terms & conditions as mentioned in the Tender document.
- 19.3.2.25 Checklist of documents to be submitted in the first cover as per format given in Annexure-III (H).
 - 19.3.2.26 The bidder has to submit financial bid format given in Annexure-IV.
 - 19.3.2.27 The bidder has to submit Service Level Agreement as per format given in Annexure-V.
 - 19.3.2.28 The bidders shall have to furnish an affidavit as under:
 “I/We undertake and confirm that eligible similar work have not got executed through another contract on back to back basis. Further that, if such a violation comes to the notice of The Commissioner of Municipal Corporation Kadapa, then, I shall be debarred for bidding in future, forever. Also, if such a violation comes to a notice to The Commissioner of Municipal Corporation Kadapa before date of start of work, The Commissioner of Municipal Corporation Kadapa shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Bank Guarantee.”
 (Scanned copy to be uploaded at the time of submission of bid)

At the end of Stage-I, Pre-Qualification evaluation it will be decided if the bid submitted is a responsive bid or otherwise. All bids which have not qualified in Stage-I will be summarily rejected.

19.3.3 Stage 2 – Technical Evaluation

Technical Evaluation Committee will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Committee’s discretion. The bidders’ technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in RFP.

- 19.3.3.1 For technical evaluation of bidder, 100 marks are assigned to each bidder as detailed below in the table. The bidder who will score 70 marks out of 100 marks in the technical evaluation will be considered as technically qualified and becomes eligible for financial bid opening.

Table of Technical Weightage of bidder’s ability

Technical Criteria Assessment Parameter	Total Marks
Previous experience in implementation: A) Virtual Classroom.....(10 marks) B) Digital classroom.....(10 marks) C) Interactive White Board.....(5 marks)	25
Demonstration of the Digital and Virtual Classroom with the interactivity features before the Tender Evaluation Committee.	35

Quality of the product as per Annexure – II (A) – Technical Specifications.	10
Usage analytics of the platform.	10
Coverage / Scope of the content as per the SCERT syllabus and easy to understand, interactive user friendly structured, easy to access.	10
Extensiveness of the training plan presented by the bidders.	10
Total	100

Note:

1. The bidder shall not submit bids more than two packages.
2. In case of 6th to 10th standard (all upper primary and high schools), all class rooms are need to be equipped with digital boards.
3. All the classrooms including those covered by primary schools in SC&ST areas shall be provided with digital display boards.
4. All the 59 ULBs where educational institutions exist will be grouped in to 5 packages. (Annexure-I)
5. The bidder has to deploy separate teams for each package for training purpose.
6. The bidder has to deploy technical support team separately for each package to resolve the day to day problems for extending support to field level functionaries for resolving any technical issues.

19.3.4 Stage 3 – Financial Evaluation

All the technically qualified bidders will be notified to participate in Financial Bid opening process. The Financial bids for the technically qualified bidders shall be opened in the presence of the bidders. Financial bids that are not as per the format provided in (Annexure-IV) shall be liable for rejection. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

19.3.4.1 Arithmetical error shall be rectified on the following basis :-

- If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- In case of discrepancy between words and figures, the amount in words shall prevail.

19.3.4.2 A bid determined as substantially non-responsive shall be rejected by The Commissioner of Municipal Corporation Kadapa.

19.3.4.3 The Commissioner of Municipal Corporation Kadapa may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

19.3.4.4 The Commissioner of Municipal Corporation Kadapa shall evaluate in detail and compare the bids which are substantially responsive.

19.3.4.5 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.

19.3.4.6 The distribution of tendered quantity amongst the technically and financially complied bidders shall be based on merit of each case.

- 19.3.4.7 Total Price shall be calculated based on the format provided in (Annexure IV). The bidder who quoted the lowest rate (L1) will be awarded with the work.
- 19.3.4.8 Bid Security amount shall be returned for those who don't qualify the financial evaluation stage within 21 working days of award of Contract.

SECTION III - SCOPE OF WORK

1. Background

1. It is proposed to supply, installation, commissioning, and maintenance of virtual and digital classrooms with interactive display boards for all Government Municipal High schools, Upper Primary Schools, and Primary Schools in Andhra Pradesh.
2. The project includes supply, installation & commissioning of Hardware, hosting/maintenance and upgradation of Virtual and Digital Classroom platform with contents. It also includes the networking and provisioning of training to teachers by Resource Persons and onsite comprehensive warranty for two years followed by AMC for three years.

2. Project Requirement

1. The System Integrator (SI)/Original Equipment Manufacturers (OEM)/Consortium(s) should provide integrated hardware and software solution for virtual and digital classrooms with interactivity along with required software licenses. The whole solution shall include digital content, Collaborative Platform, virtual classroom platform, interactive white-boarding solution etc., the content provided should be in line with the AP State Curriculum for class I to X in English and Telugu Medium.
2. Digital content includes, high quality audio-visual lessons, lesson plans for teachers, student assignments and exercises, assessments, usage analytics, monitoring dash boards at School, Mandal, District, and State level, covering student wise, subject wise, class wise usage, etc. The monitoring formats will be mutually decided with the successful bidder at appropriate time.
3. The bidder should be able to supply, install, commission, and maintain virtual and digital classrooms with interactivity for package wise classrooms mentioned in the Annexure -1
4. The bidder has to provide an Interactive white board in each classroom. This will be in addition to the traditional white board/green board already available in classes. However, in case, the traditional white board/green board are required to be modified or replaced the same has to be done by the bidder.
5. The multimedia AV content provided should be completely mapped to the Andhra Pradesh State board Curriculum to the topic level as mentioned in the Annexure-II (B).
6. The multimedia AV content provided should be accessible to teachers in offline mode within the classroom.
7. The multimedia educational digital content should have the features and activities as indicated in the Annexure II (C).
8. The solution should be integrated with C.M./Department Dashboard and Command and Control Centre.
9. The bidder(s) will be liable for any content up-gradation without any extra cost during warranty and AMC period. Hence the AMC should include the up-gradation cost for the content and software.
10. The Virtual Classroom should be able to provide simultaneous two-way communication to all the connected classrooms. The solution should also use as little bandwidth as possible while also maintaining the scalability.
11. The teacher should be able to schedule virtual classroom sessions and should be able to send notifications to all the participating classes using the platform. Teacher should be able to view the participating classes on the screen while teaching.

12. Policy makers or eminent personalities should be able to communicate virtually with all the municipal school classrooms simultaneously through the platform.
13. All the participating classrooms should be able to view all the activities done by the teacher on the platform in real-time.
14. Training should be imparted to select group of identified Government Resource persons under Training of Trainers (ToT) model. Teachers who will undertake the training will be selected by the principal of the respective school.
15. The successful bidder will arrange training, both initial and later on refresher training sessions on quarterly basis to the teachers of the schools on usage of supplied Multimedia Educational Digital Content, VDC software, and operations of all the hardware installed.
16. The SI/OEM/Consortium will be responsible for Supply, Installation, and Commissioning of Virtual and Digital classroom Solution with Interactivity for Municipal Schools in conformity with schedule of Requirement (Annexure-I), Technical Specifications (Annexure-II) and Terms & Conditions of the tender.
17. The SI/OEM/Consortium will ensure to make it operational after installation and commit their support for 5 years from date of commissioning, including warranty period of 2 years, and 3 years of AMC, and year on year basis.
18. The offered Digital content should be usable in the smart classroom environment i.e. in a classroom with interactive infrastructure, for the teachers to use the offered AV content & Virtual class as teaching aid.
19. The SI/OEM/Consortium (s) will ensure the availability of services from professionally qualified team during implementation of the project and to provide the required support for warranty and /AMC period.
20. Formats of the content have to be free to use and widely available.
21. The interactive solution should be integrated with the virtual classroom solution so that whatever captured on the board will be transmitted at the best possible quality to the other classroom.
22. The virtual classroom solution, digital classroom solution and interactive solution should be integrated together and compatible with each other at the API level.
23. The bidder has to host the proposed software in cloud server on their cost.
24. Detailed project plan need to be submitted by the bidder before the start of the supply/installation/commissioning of the solution, pertaining to all sites. All dependencies & assumptions made should be explicitly stated.
25. The bidder has to undertake electrical wiring for all electrical and IT equipments.
26. All civil works during the installation of Digital Board along with the Projector and sound system.
27. The bidder is required to undertake the above Scope of work for setting up Digital& Virtual classrooms in Government Municipal High Schools, Upper Primary, and Primary Schools in Andhra Pradesh.
28. The bidder is requested to supply and fix up two or three (Not exceeding three) CC TV cameras for each school for safety and security of the equipment
29. The bidder should ensure that the total equipment is to be covered under insurance to avoid loss in case of natural calamities or theft.

3. IMPLEMENTATION SCHEDULE

The following implementation schedule should be adhered to by the successful bidder.

Sl. No.	Description	Timelines
1.	Signing of Contract	Within 8 days of the issuance of letter of work award.
2.	Supply of Hardware	30 days from the date of signing of contract.
3.	Installation and commissioning of Hardware and Software	70 days from the date of signing of contract.
4.	Training and Capacity building(ToT)	90 days from the date of signing of contract.

SECTION – IV – GENERAL CONDITIONS

1. Definitions

In this Contract, the following terms shall be interpreted as indicated below:

- 1.1 **"Agreement"** shall mean this agreement executed between The Commissioner of Municipal Corporation Kadapa/ULB and the SUCCESSFUL BIDDER and shall, unless repugnant to the context include all schedules, exhibits, annexes, addendums and alterations hereof.
- 1.2 **"Authority/ Official Authority/ Authorized Official"** shall mean an official authorized / appointed by the DIRECTOR OF MUNICIPAL ADMINISTRATION, AP during the implementation of the Work.
- 1.3 **"Authorized Representative / Authorized signatory"** shall mean any person duly and formally authorized by the bidder.
- 1.4 **"Bidder"** means a corporate firm/organization/company incorporated in India eligible to bid in the stages of pre-qualification, Bidding process and shall include the successful bidder during the currency of the Contract.
- 1.5 **"Contract"** is used synonymously with Agreement. A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
- 1.6 **"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the process of Contract execution.
- 1.7 **"COD"** means commercial operations date.
- 1.8 **"Fraudulent Practice"** means a misrepresentation of facts in order to influence bidding process or the execution of a Contract and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive of the benefits of free and open competition.
- 1.9 **"Implementation Period"** shall mean the period from the date of signing of the Agreement.
 - 1.10 **"The Commissioner, Kadapa Municipal Corporation"** shall mean Andhra Pradesh Municipal Development Project
- 1.11 **"Law"** shall mean any Act, notification, byelaws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government/ State Government and/or APMDP or The Commissioner of Municipal Corporation Kadapa or ULB
- 1.12 **"LOA"** means issuing of Letter of Award, which shall constitute the intention of the Bidder to place the work order with the successful bidder.
- 1.13 **"Last three financial years"** means 2014-15, 2015-16 and 2016-17.
- 1.14 **"OEM" means Original equipment manufacturer (OEM)** (A company that makes a part or subsystem that is used in another company's end product.)
- 1.15 **"Party"** means The Commissioner of Municipal Corporation Kadapa /ULB or Bidder, individually and "Parties" mean The Commissioner of Municipal Corporation Kadapa /ULB and the bidder collectively.
- 1.16 **"Similar Work"** means Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary

and Primary Schools in the State of Andhra Pradesh including warranty for two years and AMC for 3 years.

- 1.17 **"Service"** means provision of Contracted service viz., supply, installation, operation, maintenance and associated services for Smart Classrooms in Andhra Pradesh Municipal Schools.
- 1.18 **"Sites"** shall mean school premises of Andhra Pradesh Municipal Schools, as mentioned in Annexure-I of the tender document, for which the contract has been issued and where the services shall be provided as per the agreement.
- 1.19 **"Bidder"** means the participant who is applying this contract.
- 1.20 **"Work"** – means "Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary and Primary Schools in the State of Andhra Pradesh including warranty for two years and AMC for 3 years"
- 1.21 **"Content Delivery Platform"** This solution needs to provide rich curriculum mapped interactive multimedia content that will be delivered through an educational platform that delivers the content seamlessly in a very intuitive manner. The e-Class room platform consists of teaching tools such as lesson planning tools, assessment tools, report generation tools and data analytic tools that would help teacher dedicate most of their time to teach the students. The administrators will be provided with analysed data that would help them take important policy decisions. This platform will also come integrated with virtual classroom solution that would enable teacher to conduct a two-way interactive classroom session from a remote location. Key features of the proposed solution are detailed bellow.
- 1.22 **"Digital Content"** The digital contents should be device agnostic and be available in web enabled Collaborative Interactive Platform and also should be accessible offline at the school point from the class I to X in Telugu & English language. The quality of the digital contents will be evaluated in aspects like, content being well catalogued and in line with AP State Syllabus, conceptual clarity in contents, interactive nature, audio-visual resolution, vibrant colours, flexible, pace of content presentation, clarity in voice, consistent tone, voice modulation, look and feel, synchronization of audio and screen display, language, word choice, sentence length, degree of personalization, compatibility, etc.
- 1.23 **"Virtual Classroom"** A two-way interactive remote classroom through which teachers can deliver classes to remote locations and also invite guest teachers virtually. All this can be made available through very low bandwidth in good quality and high reliability. This solution comes packed with two-way interactive virtual whiteboard on which multiple people can act on simultaneously. Teacher will be able to use the existing content in the system and upload external content and use the content to teach their classes. The teacher will be able to control the content in other classrooms while teaching from one classroom through an application.
- 1.24 **"Policy Makers"** Key Officials or eminent personalities should be able to communicate virtually with all the municipal school classrooms simultaneously through the platform.
- 1.25 **"Analytics & Reports"** The bidder should have the capability to customize the reporting engine according to the wishes of the department.

1.26 **“Assessments”** The software should have the ability of to send assessments to all the classrooms warranted at the pre-scheduled time.

2. Contract Document

All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole. The Bidder is expected to read all instructions forms, terms, and specifications in the bidding documents.

3. NOTICES/ Communication

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, by personal delivery, airmail post, special courier, facsimile, or electronic mail. Such communication shall be sent at the last recorded address of the Party concerned.

4. GOVERNING LAW

This Agreement/contract shall be governed by and construed in accordance with the laws of India. Subject to the dispute resolution provisions as above, the courts of law located in Andhra Pradesh shall have the exclusive jurisdiction to any matter arising out of or in relation to this Agreement.

5. THE BIDDER SHALL BEAR ALL THE COSTS

All costs associated with the preparation and submission of its bid, and The Commissioner of Municipal Corporation Kadapa in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process. The rate quoted will have the validity of 64 months from the date of signing of the contract and no escalation to the rates quoted shall be permitted.

6. PROFESSIONAL EXCELLENCE AND ETHICS

Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.

7. CURRENCY OF FINANCIAL PROPOSAL

The currency of financial proposal shall be made in Indian Rupees only.

8. CONTRACT AGREEMENT

After approval of the bid from competent authority as per the evaluation criteria listed in ITB, Letter of Award will be issued to the successful Bidder.

8.1 The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non judicial stamp paper in the format enclosed, within ten days from the date of issuance of Letter on Award to the successful bidder.

8.2 The successful Bidder shall have to submit Letter of Acceptance within 07 working days, from the date of issuance of Letter of Award. The successful bidder shall complete all the formalities including depositing performance

guarantee equivalent to 10% of cost quoted by the bidder. Thereafter, the Letter of Work award will be issued and the date of commencement shall be reckoned from date of handing over of Letter of Work award.

- 8.3 The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
- 8.4 The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of The Commissioner of Municipal Corporation Kadapa /ULB and forfeiture of security deposit with The Commissioner of Municipal Corporation Kadapa/ULB.
- 8.5 In case, the successful bidder fails to respond to the Letter of Award as well as fails to complete all the formalities for getting the project of Smart Classrooms in AP Municipal Schools within 07 working days of the issue of Letter of Award, the offer may be withdrawn and in such case the earnest money shall stand forfeited. Next L2 bidder will be considered towards the award of the contract

9. SUCCESSOR BODY

In case, there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.

10. LIABILITY OF TAXES:

The successful bidder shall be fully liable to pay for all/any of the charges/fee/service tax/tax/cess levied by any statutory/government authority from time to time and that failure/inability to do so would ipso facto terminate this agreement with the forfeiture of security deposit and The Commissioner of Municipal Corporation Kadapa /ULB shall not entertain any claim (s) in this regard.

11. IMPORTANT INSTRUCTIONS REGARDING SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

- 11.1 The successful bidder shall have to deposit Bank Guarantee equivalent to 10% of the tendered value by Demand Draft/ Banker's Cheque of a Nationalized / Scheduled bank issued in favour of Andhra Pradesh Municipal Development Project payable at Guntur or a Bank Guarantee as Performance Guarantee which will be as per the format provided at Annexure-VII. The Bank Guarantee as performance guarantee has to be submitted after completing all the formalities within 15 working days of issue of letter of Award.
- 11.2 The bidder has to submit bank guarantee bond on letter of Award on Non-Judicial stamp paper of ₹ 100/-. This shall be released after successful completion of the term of the Contract Period.
- 11.3 Performance Bank Guarantee shall be released after three months of successful end of warranty period of two years. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- 11.4 The Bank Guarantee will be released to the bidding firm upon issue of Certificate of Satisfaction by The Commissioner of Municipal Corporation Kadapa.
- 11.5 The Bank Guarantee shall be invoked by The Commissioner of Municipal Corporation Kadapa in case of deficiency in services provided by the companies.
- 11.6 For AMC, the successful bidder has to submit the performance bank guarantee of the equivalent amount of the AMC cost valid for the duration of AMC period of three years

at the commencement of AMC. After end of the contract the claim period of PBG will be three months.

12. FINANCIAL BID:

The Bidders need to submit their financial bid in the specified format given in ANNEXURE-IV in the Corporation Office, Kadapa at Superintending Engineer cabin.

- 12.1 An Agreement for Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary and Primary Schools in the State of Andhra Pradesh including warranty for two years and AMC for 3 years as per the draft at ANNEXURE-V &VI is to be executed by the successful bidder.
- 12.2 The Bank Guarantee format is enclosed as ANNEXURE-VII.
- 12.3 All bidders must note that only the EMD is required to be submitted physically with The Commissioner of Municipal Corporation Kadapa before the due date and time and all other documents have to be scanned and uploaded in the e-tendering portal properly numbered with proper indexing.
- 12.4 The instructions mentioned herein shall be part of the tender agreement to be signed by the successful bidder and to be annexed with the agreement copy.
- 12.5 **BID VALIDITY:** The bid offered shall be valid for a period of 180 Days from opening of the technical bid.
- 12.6 The Original documents of all the scanned copies uploaded documents shall be shown whenever asked by the department.

13. DELIVERY SCHEDULE AND INSTALLATION:

Sl. No.	Description	Timelines
1.	Signing of Contract	Within 8 days of the issuance of letter of work award.
2.	Supply of Hardware	30 days from the date of signing of contract.
3.	Installation and commissioning of Hardware and Software	70 days from the date of signing of contract.
4.	Training and Capacity building	90 days from the date of signing of contract.

14. PAYMENT – TERMS AND CONDITIONS

Bidder is required to for **Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics** as per the technical specifications mentioned in the RFP document and to maintain the entire solution for 5 years including warranty of two years and AMC for three years

The total project cost compromises total solution cost (**Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics**) including two years warranty and three years of

AMC with comprehensive maintenance. The payment will be made as follows:

First payment (30%) will be paid against 100% material delivery and submission of satisfaction report issued by quality inspection Team (Third party) as directed by Government.

Second payment (15%) will be paid after successful project execution and certificate issued by the Head Master of respective Municipal School.

Third payment (15%) will be paid after successful completion of first year with certificate issued by the Head Master of respective Municipal School on successful operation for that year.

Fourth payment (10%) will be paid after successful completion of second year with certificate issued by the Head Master of respective Municipal School on successful operation for that year.

Fifth payment (10%) will be paid after successful completion of 3rd year with certificate issued by the Head Master of respective Municipal School on successful operation for that year.

Sixth payment (10%) will be paid after successful completion of 4th year with certificate issued by the Head Master of respective Municipal School on successful operation for that year.

Seventh payment (10%) will be paid after successful completion of 5th year with certificate issued by the Head Master of respective Municipal School on successful operation for that year.

15. WORK COMPLETION AND LIQUIDATED DAMAGE:

- 15.1 If any part of the service in respect of the work assigned and undertaken by the successful bidder for which this contract is being entered into is not rendered or delivered in time, The Commissioner of Municipal Corporation Kadapa shall be entitled to levy and recover Liquidated damages/penalty@0.5% per week or part there of the delay subject to a maximum of 10% of the cost of the work delayed.
- 15.2 Liquidated damages will be recovered from the running account bills payable to the bidder or Bank Guarantee or from any sum that may become due to the companies out of this contractor any other contract.

16. LIABILITY

- 16.1 In case of a default on contractor's part or other liability, The Commissioner of Municipal Corporation Kadapa shall be entitled to recover damages from contractor. In each such instance, regardless of the basis on which The Commissioner of Municipal Corporation Kadapa/ULB is entitled to claim damages from contractor (including fundamental breach, negligence, misrepresentation, or other contractor to claim), the companies shall be liable for not more than payments referred to in the Patents and Copyrights section below:
- 16.2 Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by contractor's negligence; and
- 16.3 As to any other actual damage arising in any situation involving non-performance by contract or pursuant to or in any way related to the subject of this Agreement, the charge paid by The Commissioner of Municipal Corporation Kadapa for the individual product or service that is the subject of the claim.

The successful bidder will be liable for licensing fee of operating system like Virtual Classroom Software, Digital Content Delivery Platform and other software required for functioning of the Smart classrooms.

17. DISPUTES AND ARBITRATION

- 17.1 In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitrator, as appointed by the The Commissioner of Municipal Corporation Kadapa/ULB. The award of the arbitrator shall be final and binding on both the parties. All disputes and arbitrations are subject to the jurisdiction of Guntur, Andhra Pradesh.

18. FALSE INFORMATION

- 18.1 In the event of furnishing false/incorrect information by the bidder, the EMD in respect such bidder shall be forfeited. Further during the performance of the contract if it is detected that the contract has been obtained by furnishing false/incorrect information in the tender, the contract is liable to be terminated & performance security & other payments due to the service provider shall be forfeited & the service provider is liable to be debarred/ blacklisted for a period up to three years.
- 18.2 If the successful bidders fails to sign the contract within stipulated time or after signing the contract fails to perform any contractual obligation, his security deposit mentioned above will be forfeited, and depending upon the gravity of violation/omission the service provider is liable to be debarred/ blacklisted for a period up to three years.

19. FORCE MAJEURE

- 19.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed by reason of:
- 19.1.1 Any war or hostility
 - 19.1.2 Acts of public enemy, civil commotion, sabotage, explosions
 - 19.1.3 Effects of flood, epidemics, quarantine restrictions, freight embargoes general strikes, and bandhs.
 - 19.1.4 Acts of God
- 19.2 Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that notice of happening, of any such EVENT is given by either party to the other within 7(Seven) days from the date of occurrence of the EVENT.
- 19.3 Unless otherwise directed by The Commissioner of Municipal Corporation Kadapa /ULB in writing, the companies shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.
- 19.4 Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.
- 19.5 If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, The Commissioner of Municipal Corporation Kadapa/ULB may at its option, terminate this contract.
- 19.6 In Case of termination of contract due to force majeure event The Commissioner of Municipal Corporation Kadapa/ULB would not pay any amount to the bidder.

20. PENALTY for Non Performance

20.1 Penalty for non-commencement of installation in time:

In the event of the successful bidder not starting the job of preparing the Smart classrooms & installing the Hardware of Smart classrooms as per time schedule at clause 14 under Section-iv of General Conditions, the Earnest money/Security deposit, deposited by the companies shall be forfeited.

20.2 Penalty for delay in execution of work ,If the installation and commissioning of the system is not completed in full within the stipulated period as prescribed in the implementation schedule, a penalty at the rate of 0.5% per week with the maximum of 10% of the total value for the amount of contract will be levied for a maximum period of 5 weeks in the extreme circumstances apart from the minor penalty provision stated below:

20.3 Penalty for failure of equipment(s):

20.3.1 No computer system (CPU, webcam, remote, keyboard, mouse, speakers) or long throw Projector or Interactive White Board, Projector, and webcams installed in the smart classrooms and elsewhere shall be down for more than 72 hours continuously from the date of the lodging of complaint (even if computer system/ Projector/Interactive board is down during part of a calendar day, it will be counted as one calendar day). For downtime beyond 72 hours, the penalties will be imposed as under:-

No. of working Day in which system is not working	Penalty Amount for per class per day
04-05	Rs. 1000/-
06-09	Rs. 2000/-
10-14	Rs. 4000/-

20.3.2 The following penalty will be imposed for the non-working of the Cloud Server, if the problem is not rectified within 72 hours from the lodging of the complaint. The penalty will be counted from day one and will be calculated as under:-

No. of working Day in which system is not working	Penalty Amount for per School per day
04-05	Rs. 1000/-
06-09	Rs. 2000/-
10-14	Rs. 4000/-

20.3.3 The following penalty will be imposed if multimedia educational content remains non-functional for more than 72 hours from the lodging of the complaint. The penalty will be counted from day one and will be calculated as under:-

No. of working Day in which system is not working	Penalty Amount for per Class per day
04-05	Rs. 1000/-

06-09	Rs. 2000/-
10-14	Rs. 4000/-

- 20.3.4 The Penalty on multimedia educational content will be applicable only when Projector/system/Interactive White Board is operational and multimedia educational content is non-functional.
- 20.3.5 Even after 14 days, if the rectification does not take place and the problem still persists, the Principal of the concerned School, Resource person along-with Engineer of the service provider will check & verify the faulty component/equipment/hardware and the successful bidder is liable to replace the component/equipment/hardware of same or higher specifications & same brand, which should be compatible with the existing hardware/software. For the purpose a show-cause notice will be issued to rectify the system in next 7 days otherwise the contract will be terminated and the security amount will be forfeited. During the period of show cause notice penalty @ Rs.6000 per day per class shall be imposed.
- 20.3.6 In case of loss or damage to the products & non-replacement of the same, the security money deposited by the companies will be forfeited.
- 20.3.7 If the bidder fails to conduct the training program of teachers as per the schedule, Penalty @ Rs 1000/-per day training per school will be imposed till the bidder conducts the training of teachers.
- 20.3.8 If the bidder fails to complete other liabilities covered under the scope of work in a school with in a stipulated period as mentioned in implementation schedule, the penalties will be imposed as under:-

No. of working Day	Penalty Amount for per Class per day
04-05	Rs. 1000/-
06-09	Rs. 1500/-
10-14	Rs. 2000/-

- 20.3.9 All the power point fittings need to be repaired/ replaced, as per the requirement which will arise during the contract period. During rectification/ repair of any equipment, the bidder will install a new equipment of same or higher configuration till the repaired equipment is received and installed. The bidder is allowed to take away the faulty equipment after replacement with a new one of same or higher configuration.

21. TERMINATION ON DEFAULT

- 21.1 Default is said to have occurred:
- 21.1.1 If the bidder fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by The Commissioner of Municipal Corporation Kadapa/ULB
- 21.1.2 If the bidder fails to perform any other obligation(s) under the contract.
- 21.1.3 If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from The Commissioner of Municipal Corporation Kadapa/ULB(or takes longer period in spite of notice), The Commissioner of Municipal Corporation Kadapa/ULB may

terminate the purchase order in whole or in part. In addition to above, The Commissioner of Municipal Corporation Kadapa/ULB may at its discretion also take the following actions:

- 21.1.4 Forfeiture of its Performance Security Deposit and/or any due payment, imposition of liquidated damage as per rules/laws applicable, debarring/ blacklisting the bidder(s).
- 21.1.5 The Commissioner of Municipal Corporation Kadapa may get work from another bidder, upon such terms and in such manner, as it deems appropriate, and the defaulting bidder shall be liable to compensate The Commissioner of Municipal Corporation Kadapa for any extra expenditure involved towards goods and services to complete the scope of work in totality and 10% of the total value of purchase order as cancellation charges through invocation of Performance Security/Bank Guarantee.
- 21.1.6 The Commissioner of Municipal Corporation Kadapa may at any time terminate the rate contract/purchase order by giving 30 days written notice to the firm/bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.

22. TERMINATION FOR INSOLVENCY:

If the bidder becomes bankrupt or is otherwise declared insolvent, then The Commissioner of Municipal Corporation Kadapa may at any time terminate the contract by giving written notice of 30 (thirty) days to the bidder. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrue to The Commissioner of Municipal Corporation Kadapa.

- 22.1 In case of the termination of the contract, no compensation shall be due to the bidder and the entire infrastructure like instruction material, software, hardware, furniture, books and site installations etc. would become the property of The Commissioner of Municipal Corporation Kadapa.

23. CANCELLATION OF TENDER

- 23.1 The Commissioner of Municipal Corporation Kadapa reserves the right to cancel the tender or modify the requirement without assigning any reason at any stage. The Commissioner of Municipal Corporation Kadapa will not be under any obligation to give clarifications for doing the aforementioned.
- 23.2 The Commissioner of Municipal Corporation Kadapa in view of projects requirement may reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

24. INDEMNITY

- 24.1 The successful bidder(s) shall indemnify The Commissioner of Municipal Corporation Kadapa / End-user departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied licenses and related services or any part thereof. The Commissioner of Municipal Corporation Kadapa/End-user department stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.
- 24.2 Also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfilment

of the purchase orders. The bidder shall solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified The Commissioner of Municipal Corporation Kadapa/its customers against the effect of no observance of any such laws.

25. WARRANTY:

The warranty of the offered Hardware, Software, and Multimedia content shall be for a period of two years from the date of commissioning. The Warranty shall include free maintenance, replacement for the hardware (if required) updates, upgrades/renewal of software licenses etc. The defects/bugs, if any shall be attended to on immediate basis, but in no case any defect should prolong for more than 72 hours.

26. ANNUAL MAINTENANCE CONTRACT:

- 26.1 AMC services shall be provided at the specified locations of installation of the solution.
- 26.2 AMC shall include OS Patches, updates & related software/content upgrades/updates/renewals and maintenance of hardware.
- 26.3 The service tickets if any shall be attended on immediate basis. The bidders are also required to quote for AMC on a yearly basis. The bids received without quotes for AMC would be out rightly rejected.
- 26.4 Payments for yearly AMC after warranty period will be released quarterly upon attending all the service requirements.

Section V – Special Conditions of Contract

1. CONTRACT AGREEMENT

- 1.1 The successful bidder shall not change the legal entity of the company during the contact period without the permission of The Commissioner of Municipal Corporation Kadapa. The bidder will submit the declaration (on affidavit) in this regard. If this is violated at any point of time during the currency of the contract, The Commissioner of Municipal Corporation Kadapa reserves the right to cancel the agreement and the entire infrastructure installed in the School will become the property of The Commissioner of Municipal Corporation Kadapa and no payment due of any kind will be made to the bidder.
- 1.2 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 Commissioner of Municipal Corporation Kadapa/ULB. The Commissioner of Municipal Corporation Kadapa ULB may cancel this tender or contract at any time prior to a formal written contract being executed by or on behalf of The Commissioner of Municipal Corporation Kadapa/ULB.
- 1.3 The Commissioner of Municipal Corporation Kadapa reserves the right to change the requirement under this tender at any stage based on the project requirements and end customers. The Commissioner of Municipal Corporation Kadapa may place any short order / part order in multiples as per project requirement.
- 1.4 In the event of the successful bidder(s) or the concerned division of successful bidder(s) is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with The Commissioner of Municipal Corporation Kadapa /ULB should be passed on for compliance by the new company in the negotiation for their transfer under intimation to The Commissioner of Municipal Corporation Kadapa/ULB during the contract period.
- 1.5 In case, bidder(s) fails to meet any of the service conditions and/or found in breach of any condition(s) of tender or supply order, at any stage during the course of its service liability period, the bidder forfeits any due payments and/ or Security Deposits. The Commissioner of Municipal Corporation Kadapa/ULB may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with The Commissioner of Municipal Corporation Kadapa/ULB and also may initiate legal action as per rules/laws applicable.
- 1.6 In no case the successful bidder shall be allowed to sublet this project on back to back basis at any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect and Performance bank guarantee shall be invoked.
- 1.7 No deviations from these terms and conditions will be accepted, violation thereof will lead to rejection of the bid and forfeiture of EMD/Security Deposit.
- 1.8 If successful bidder refuses to accept the contract within 07 days from the date of issue of work order from The Commissioner of Municipal Corporation Kadapa/ULB, the offer would be treated as withdrawn and bidder's EMD will be forfeited, besides debarring and blacklisting the bidder for at least three years, for further dealings with The Commissioner of Municipal Corporation Kadapa/ULB. In such case, the tender process will stands cancelled.
- 1.9 In case successful bidder fails/unable to deliver the project within delivery period or further in any specified period due to applicability of Force majeure conditions; the work order /contract with L1 bidder will be terminated and for any leftover/partial work done no payment will be made by The Commissioner of Municipal Corporation Kadapa/ULB. In such cases The Commissioner of Municipal Corporation Kadapa/ULB may go for an open tender to

execute the remaining work by matching the price of L1 bidder. An undertaking by prospective bidders must be submitted in this regard in their Technical bid.

2. SURVILLANCE AND QUALITY CONTROL

- 2.1 The bidder has to provide with Quality Assurance Check list detailing quality checks that will be carried out onsite/ off site for confirmation of technical specifications with-in 7 days from the award of Letter of Award and take approval from the employer.
- 2.2 The Technical Evaluation Committee and also competent authority as designated by the Employer will have the right to inspect the centres of the bidder already in operation for verification purposes mentioned in the Technical Bid.
- 2.3 Services of the successful bidder regarding upgradation, grievance against complaint will be evaluated after every three months and report will be placed before the Competent Authority/ The Commissioner of Municipal Corporation Kadapa/ULB for information.
- 2.4 Review by the teaching staff regarding digital contents will be collected after every three month and report will be placed before the Competent Authority, The Commissioner of Municipal Corporation Kadapa/ULB for information and necessary action.
- 2.5 If any technical/operational defects are found in the Educational Digital Contents at any point of time (during the period of contract), the same will have to be rectified/replaced free of cost by the bidder. The bidder is also bound to make the necessary modification in the Educational Digital Contents as per the feedback received from the teachers throughout the contract period or content decided by State Council Education Research and Training (SCERT).

3. PROJECT PROGRESS REPORTING

The IT Assistant cum Resource Person shall submit monthly report to the Competent Authority/ The Commissioner of Municipal Corporation Kadapa every quarter regarding usage of smart classrooms by the particular teacher.

4. SAFE KEEPING AND MAINTENANCE OF EQUIPMENT

- 4.1 Safety, security, maintenance & insurance of the equipment and infrastructure including cabinet installed at the school shall be responsibility of successful bidder during the implementation of the project. Thereafter, it will be the responsibility of the concerned HoS.
- 4.2 The Bidder shall bear all the cost and expenses associated with onsite warranty and AMC.
- 4.3 No equipment shall be removed from the school premises by the successful bidder without the concurrence of the school Principal/Head in writing including for purposes of replacement of spares, etc.
- 4.4 All equipment once installed in smart classrooms will not be taken away by the bidder in any case. The Commissioner of Municipal Corporation Kadapa/ULB has ownership rights on the entire infrastructure supplied and installed in the Classroom and Server which is placed in Computer Lab of the School.

5. RISK MITIGATION

- 5.1 The successful bidder shall obtain Third-Party Liability Insurance for the equipment. The Insurance shall cover shall be for the entire duration of contract.
- 5.2 The successful bidder shall obtain Worker's Compensation Insurance in accordance with the statutory requirements. The Insurance shall cover the entire duration of the contract period. A copy of the Insurance certificate is to be submitted to The Commissioner of Municipal Corporation Kadapa/ULB

5.3 The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements for the entire duration of the contract.

5.4 Any claim for remission on the basis of loss/harm to business interest on extraneous / unforeseen conditions / reasons whatsoever, shall be summarily rejected by The Commissioner of Municipal Corporation Kadapa without any kind of response to the successful bidder & the successful bidder shall not be entitled to make any claim / remission on that account, to that extent an undertaking shall be given at the time of agreement.

6. PROJECT COMPLETION

The bidder should give complete details of digital contents delivered in schools which should be duly supported by documentary evidence from the heads of concerned schools as per Performa given in Technical Bid.

7. The bidder shall impart digital content in English and Telugu both as the medium of the instruction as prescribed for the school concerned.
8. The bidders have to accept all technical/financial terms & conditions mentioned in the bid document. No conditional bid will be accepted. The Commissioner of Municipal Corporation Kadapa/ULB however, reserves the right to reject any or all of the offers. The successful Bidder will provide onsite comprehensive during the period of warranty and AMC on receipt of any complaint of fault in the installed equipment / software provided by the bidder shall be rectified within 72 hours. Comprehensive warranty will also include cost of consumables like cables, Lamp of the Projector and any part of computer and server etc.
9. The successful bidder shall be liable and responsible for any loss of life and / or physical harm and any type of misconduct to the students and Schools staff on account of negligence on the part of employees of the successful bidder during the installation and maintenance of the Smart Classrooms. (The employees of the bidder should be of the high integrity and moral value).
10. Support services from the selected agency/firm/company would be required to Smart classrooms items on regular basis on all working days during working hours. No separate charges for delivery of goods would be paid by the office.
11. The successful bidder shall not cause any damage to the School property either by himself or through his employees. The successful bidder shall repair immediately, at his own cost, the damages that may have been caused to the school wall/boundary/gate/ advertisements etc. as a result of negligence during the establishment of Smart Classrooms. The decision of The Commissioner of Municipal Corporation Kadapa will be final and binding upon the successful bidder with regard to liability and quantum of damages to be paid by him.
12. The Successful bidder shall not cause any interference/hindrance to any activity of any government authority at the School Site in regards to the laying of pipe/conduit/cable etc. and it shall be the responsibility of the Successful bidder to pursue the matter regarding its repair with the concerned authority so that no inconvenience is caused to the Public.
13. The successful bidder has to confirm to the supply, installation, commissioning of the hardware including, software, educational digital content, training to teachers, and comprehensive onsite

warranty and further technical specification given in the Annexure II(A), II(B), II(C) and other terms & conditions mentioned in the tender document.

Annexure – I – LIST OF SCHOOLS

Package-I (Kadapa Municipal Corporation, Y.S.R Kadapa District)

For Supply, Installation, Commissioning, and Maintenance of Virtual and Digital classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, in the Kadapa Municipal Corporation.

MUNICIPAL ADMINISTRATION DEPARTMENT

Statement showing the information about the requirement of Digital Boards in Municipal High Schools, Kadapa Municipal Corporation, Y.S.R District.

S.No	Name of the District	Name of the ULB	No. of High Schools	No. of Digital Boards Required	Total No. of Digital Boards Required
Package-I					
1	Kadapa	Kadapa Municipal Corporation	8	73	73

Annexure – II (A) – TECHNICAL SPECIFICATIONS

1.	COMPUTING	
CPU:	The System with Quad core processor 2.4 Ghz or higher	
Memory:	4GB 1600 MHz RAM or higher	
Hard Drive:	500 GB 3600 rpm or higher	
Ports:	4 USB ports or more (at least 2 USB with 3.0), 1 Display Port/VGA port, audio ports for microphone and headphone in front.	
Cabinet :	Mini Tower or higher	
Network Port:	10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, TPM enabled 1.2 chip using any standard management software	
Operating System:	Windows 10 and above	
Keyboard	104 Keys OEM English Keyboard with USB interface.	
Mouse	Optical Mouse with USB interface	
Warranty	Comprehensive onsite warranty for 2 years followed by 3 years of AMC.	

2.	NETWORKING SPECIFICATION	
LAN Equipment	24 Port Smart Switch with loop back detection, 24 x 1 CAT6 Patch Panel, RJ-45 connector, I/O box, Necessary electrical items and cables to connect and access device/terminal to desktop computer as per requirement.	
Make of 24 Port Smart Switch	D-Link/DAX/Cisco/HP/HCL	
Warranty	Comprehensive onsite warranty for 2 years followed by 3 years of AMC.	
3.	INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR (WITH MOUNTING KIT)	
Active Size	Minimum 77/78" diagonal or above	
Technology	Infrared or latest technology*	
Board surface	Scratch resistant, Solid surface; maintenance free, Compatible with ink marker.	
Aspect Ratio	4:3 or 16:9 or 16:10	
Writing Tools	Pen/ stylus (rechargeable)	
Tracking Speed	60-70 FPS (Extrapolated upto 200 FPS)	
System Calibration	Automatic Calibration	
Operating system compatibility	Compatible with Windows 10 or Equivalent operating system	
Computer Interface	Standard one USB	
Power	Through USB Port	

Annotation software	Annotation software shall include features like draw, pens, annotate, erase, colour, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating key-board and background etc.
Warranty	Comprehensive onsite warranty for 2 years followed by 3 years of AMC.

4.	PROJECTOR SYSTEM - LONG THROW	
Projection System	DLP Long Throw	
Native Resolution	XGA(1024 x 768)	
Brightness	3200 AL or higher	
Contrast Ratio	13000:1	
Aspect Ratio	4:3, 16:9, 16:10 and other prominent Aspect Ratios	
Lamp Life(Normal/Economic Mode)	4500/6000 hours	
Remote Control	Full Function remote control unit for projector (To be supplied along with the projector)	
Interface	Computer in (D-sub 15pin) x 2 (Shared with component) Monitor out (D-sub 15pin) x 1 HDMI x 1 Audio in (Mini Jack) x 1 Audio out (Mini Jack) x 1 Speaker 2W x 1 USB (Type mini B) x 1 RS232 (DB-9pin) x 1 IR Receiver x 1 (Front)	
Video compatibility	PAL, SECAM, NTSC, HDTV.	
Warranty	Comprehensive onsite warranty for 2 years and an additional 3 years AMC.	

5.	Webcam for Virtual Classroom and Microphone	
	USB3.0 super speed output or higher 12MP optical lens, 4xdigital zoom or higher 108-degree field of viewing or higher 720p30 FPS high definition or higher WDR, 3DNR, BLC, Anti-flicker feature UVC control (via USB3.0 port)	
	Over all Warranty For entire equipment for 2 years (Warranty that including AMC) and additional 3 years of AMC	

Annexure – II (B) - SPECIFICATION OF SOFTWARE AND DIGITAL CONTENT

1.	Should support about 6000 smart classes on same call simultaneously with two-way interactivity between teacher and students.
2.	Should be able to stream video seamlessly at more than 20% packet loss
3.	Teacher or admin should be able to schedule classes from a cloud hosted application which supports features such as lesson planning, assessments, analytics, customizable reports etc.
4.	Comprehensive lesson planning: The lesson planning tool should enable teachers to create effective lesson plans in a very short span of time and push the relevant resources to students in a scheduled manner by integrating the Multi-level curriculum mapped content and additional external content into the lesson plan.
5.	Multi-level curriculum mapped content: Interactive multimedia content that is mapped to the curriculum and helps teach complex topics in a very simple manner should be provided.
6.	Student monitoring: Teachers should be able to keep track of students activity log and guide them carefully through the learning process
7.	Assessment/assignment for CCE: Should have question bank of over 1,00,000 questions through which teachers can continuously assess
8.	Report generation: Assessments conducted digitally should be graded automatically and reports should be generated automatically cutting down on time spent by teachers on these tasks.
9.	State/District/Mandal/Student level analytics: The platform should generate report/ analytics that help teachers and policy makers to take important decision by deriving trends from the generated reports and the data available in the system
10.	Operating System: Software compatible with Windows
11.	Contents are mapped as per AP State Govt Curriculum for class I to X Contents should be available in English as well as Telugu.
12.	The multimedia educational contents should be mapped as per class wise, subject wise, chapter wise and topic wise.
13.	Standard lesson plans as per AP State Govt Education Syllabus for class I to X. Facility to customized lesson plans by the teacher.
14.	Size of font for easy viewing from back benchers and quality of audible voice should be sound.
15.	A blend of Videos, Interactive material, pictures, flowcharts and text that unfolds all the concepts in a layered, structured and hierarchical format.
16.	Inclusion of multimedia content based on story lines, minimum 2D animation, interactive games, live coverage, real life examples, music and riddles etc.
17.	Facility to incorporate own multimedia contents and contents from other resources like Computer Aided Learning (CAL), Directorate Of Education.
18.	Provision to incorporate E-books especially of AP State Govt School Education Syllabus.
19.	Availability of virtual lab.
20.	Gallery/Galleries of well-known websites.
21.	AP State Govt (SCERT) Syllabus specific MCQs, Quizzes, Chapter wise Question with answer, Higher order Thinking based questions (HoTs), Model Summative Assessment question papers and Value based Question (VBQ)
22.	Practice material for OTBA (Open Text Based Assessment)
23.	Practice material for CCE based assignment.
24.	Facility to change platform of digital contents from English to Telugu and vice versa.

25.	Facility to generate administrative reports as regard usage of software by the individuals in the smart classroom; preferred: subject wise, class wise and teacher wise usage report and printable thereof.
26.	There should be proper security features to protect the system from misuse within the class and online
27.	Support Manual (to include Installation academic content, Administration Manual and operational, instructional User Reference etc.) in English/Telugu.
28.	Educational digital content should be as per Subjects, Medium and syllabus as stated in table in Annexure- II (B).

Note: All the hardware related to server, bandwidth etc., and software infrastructure required for the solution should be handled by the bidder.

Annexure – II (C) – SCERT MAPPED CONTENT

1. The various modules of the subject's are mentioned class-wise in tables below, however bidder must upgrade as per any syllabus revision. The content should be provided in both and English and Telugu medium in online and offline mode.
2. The list of the Curriculum mapped multimedia content is given below.

Class	Subjects
I	English, Telugu, Mathematics
II	English, Telugu, Mathematics
III	English, Telugu, Mathematics, General Science, Social Science
IV	English, Telugu, Mathematics, General Science, Social Science
V	English, Telugu, Mathematics, General Science, Social Science
VI	English, Telugu, Hindi, Mathematics, General Science, Social Science
VII	English, Telugu, Hindi, Mathematics, General Science, Social Science
VIII	English, Telugu, Hindi, Mathematics, Physical Science, Biological Science, Social Science
IX	English, Telugu, Hindi, Mathematics, Physical Science, Biological Science, Social Science
X	English, Telugu, Hindi, Mathematics, Physical Science, Biological Science, Social Science

Annexure – III – FORMAT FOR TECHNICAL BID, PROFILE OF THE BIDDER

1. Name of Bidder (in Block Letters)
(Proprietorship/Partnership Firm /Company/Society) .
2. Name of the Authorized Representative of the Bidder
3. Address of the Bidder
(Proprietorship/Partnership Fire Company/Society)
4. Father's/Husband's Name of the Authorized Representative .
5. Complete Residential Address of the Authorized Representative
 - (a) Existing
 - (b) Permanent
 - (c) Telephone (Res./Office)
 - (d) Mobile No.
 - (e) e-mail
 - (f) Website
6. Documentary proof regarding year and place of the establishment of the Company.
7. How many years has your organization been in business under your present name?
8. Is the firm Government/Public Sector Undertaking propriety firm partnership firm (if yes, give partnership deed)
9. Limited company or limited corporation member of a group of companies (if yes, give name and address, and description of other companies)
10. Subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.
11. Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.
12. Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, Submit valid service tax registration certificate.
13. Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.

14. Is your organization has ISO/or any other certification? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.

15. Do you have a local representation/office? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office

1.1.1.1 Amount of **Earnest Money deposited (EMD): ₹ 1,50,000 (One Lakh Fifty Thousand Rupees only)** by way of D.D. No _____ &Date: _____ Demand Draft drawn in favour of The Commissioner, Kadapa Municipal Corporation, Kadapa from a Nationalized Bank / Scheduled / Commercial Bank.

All other Annexure, self attested copies of the documents are to be submitted with the bid and also upload scanned copies on e-tendering portal.

Signature of Bidder/Bidder

Date:- _____

Annexure – III (A) – BID LETTER

Date: -----

To,
The Commissioner
Kadapa Municipal Corporation
Kadapa-516001.

Subject: Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary and Primary Schools in the State of Andhra Pradesh with a comprehensive warranty for two years followed by three year AMC.

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect of Supply, Installation, Commissioning, and Maintenance of Virtual and Digital Classroom Solution with Interactivity along with Content and Related Software Platform with Analytics for Municipal High Schools, Upper Primary and Primary Schools in the State of Andhra Pradesh with a comprehensive warranty for two years followed by three year AMC, training to teachers, providing Resource Persons, submit the following information/undertaking/declaration for consideration of The Commissioner of Municipal Corporation Kadapa/ULB.

1. Price and Validity

1.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 Days from the last date of submission of bids.

1.2 We do hereby confirm that our bid prices include all Taxes and CESS.

2. Earnest Money

2.1 Amount of Earnest Money deposited (EMD): ₹ 1,50,000/- (Rupees One Lakh Fifty Thousand Rupees only) in the form of DD from a Nationalised Bank/ Scheduled commercial bank in favour of **The Commissioner, Kadapa Municipal Corporation, Kadapa** payable at Kadapa should be enclosed with its No. & Date superscripted on the envelope to be deposited physically.

3. Bid Pricing

3.1 We further declare that the RATES stated in our proposal are in accordance with your terms & conditions in the tender document.

4. Qualifying Data

We confirm having submitted in qualifying data as required by you in your tender document. In case, you require any further information/ documentary proof in this regard before evaluation of our bid, we

agree to furnish the same in time to your satisfaction.

5. DECLARATION

I/We have also carefully read the terms and conditions of the tender document and undertake that I/we shall abide.

I/We accept to the conditions mentioned in the tender document for the establishment of smart Classrooms as per the scope of work.

I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the tender document issued by The Commissioner of Municipal Corporation Kadapa.

I/ We have fulfilled obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the tender document, as applicable.

I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the forgoing reasons.

I/We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal are true to the best of our knowledge and belief and nothing has been concealed there from.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

I/We hereby confirm to the supply, installation, commissioning of the hardware, software, educational digital content, training to teachers, and comprehensive onsite warranty and AMC further technical specification given in the Annexure-I and other terms & conditions mentioned in the tender document.

Bid submitted by us is properly uploaded in AP e-procurement portal and also submitted sealed bid so as to prevent any subsequent alteration and replacement.

Thanking you,

Yours faithfully,

Place:.....

(Signature)

Seal:

Name:.....

Designation:

Business Address:

.....
.....

Annexure – III (B) – FINANCIAL INFORMATION SUMMARY

(TO BE CERTIFIED BY PRACTICING CHARTERED ACCOUNTANT)

Name of the company:

Sl. No.	Details	(Rs. Crores)			
		2014-15	2015-16	2016-17	TOTAL
1.	Total Turnover				
2.	Profitability (Profit after Tax)				

Note: Please enclose audited financial statements for the respective years

Signature and Seal of Chartered Accountant

Annexure – III (C) – DETAILS OF PREVIOUS EXPERIENCE

**DETAILS OF ESTABLISHING ICT/SMART CLASSROOMS IN THE
LAST 10 YEARS**

S. No.	Name and state of the schools/ institutions where ICT/Smart Classrooms (Virtual, Digital and Interactivity) are established by your company	Name of the authority of the school /Institution	Year	No of smart classrooms established (Installation of Hardware)	Digital contents as per the curriculum of Board	Name and mobile/ phone no. of the contact person of the school/ institution

Signature of the Bidder with seal

The bidder has to furnish completion certificate from the client for each of the works mentioned above. The experience of completed work only will be considered and partially/ work in progress will not be considered for evaluation.

Annexure – III (D) – DETAILS OF DIGITAL CONTENT DEVELOPED BY THE BIDDER

S. No.	Title of the Educational Content	Topics Covered	Duration of the Content	Language Used	Board	Remark

Signature of the Bidder with seal

Annexure – III (E) – OEM/ BRAND WISE DETAILS OF DELIVERABLES

S.No.	Item /deliverable name	OEM	Brand/ Model No.

Signature of the Bidder with seal

**Annexure – III (F) – COMMITMENT LETTER OF SUPPORT FROM PRINCIPAL
MANUFACTURER/ OEM**

Date.....

To,
The Commissioner
Kadapa Municipal Corporation
Kadapa-516001.

Dear Sir,

Ref: Tender No.

I / We hereby commit & confirm the following:

- a) The duration of the service support will be for a period of two years warranty and three years of AMC from the date of commissioning.
- b) The service support will be provided onsite at no cost to the respective ULB.
- c) The service support will be comprehensive in the warranty period hence no extra charges are to be paid for any Hardware failure by The Commissioner of Municipal Corporation Kadapa/ULB.
- d) We will provide warranty and spares up to quoted time or mentioned in tender document, even in case of authorize representative/dealer terminated by us and we will transfer responsibility of authorized representative/dealer to another dealer in case of termination of main bidder.

Signature.....

Name.....

Designation.....

**Annexure – III (G) – UNDERTAKING OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE
AND PAYMENT TERMS**

UNDERTAKING ACCEPTANCE REGARDING IMPLEMENTATION SCHEDULE AND PAYMENT TERMS

I/We hereby accept and confirm that I/We agree to all the terms and condition of the implementation schedule and payment terms as mentioned in the tender document.

Signature of the Bidder with seal

Annexure – III (H) – CHECK LIST OF THE DOCUMENTS TO BE UPLOADED BY THE BIDDER

SUBMISSION OF TECHNICAL BID:

S.No.	Document	Whether the document is enclosed (Yes/ No)	Page No.
1.	Scanned copy of DD in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled commercial Bank drawn in favour of Project Director, Andhra Pradesh Municipal Development Project payable at Guntur.		
2.	Scanned copy of Permanent Account Number (PAN) of Representative		
3.	Scanned Self attested copy of sales/service tax registration and sales/service tax return filed in last three years		
4.	Scanned Self attested copy of certificate that the up to date Income Tax Returns have been filed for the last three years.		
5.	Scanned Self attested documentary evidence of (a) the Proof of Residences of the Bidder (in case of Proprietor/ Partnership Firm (b) Proof of Registered Office of the Company and Residential Address of the Director/Authorized Representative (in case of Bidder being a Company) (c) Proof of Registered office of the Society and Residence of President/Secretary (in case Bidder being a Society) as well as Proof of the Address of the Office of the Bidder Firm/Company/Society		
6.	Scanned Self attested copy of bank statement indicating name of the Bank and Account No. of the Bidder Firm/Company/Society		
7.	Scanned copy of completion certificate from the user agency certifying the successful completion of the similar work done by the bidder		
8.	Scanned copy of undertaking that after the award of the work to them, they will open a support office in Guntur manned with their own qualified support staff/Engineer with their Customer Care Number		
9.	Scanned copy of Audited Financial Statement of the Firm/Company/Society for the preceding three Financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2014-15, 2015-16, and 2016-17)		

10.	Scanned copy of Audited Balance sheet of the Firm / Company /Society for the preceding three Financial years showing the annual turnover, duly certified by a Chartered Accountant; (FY 2014-15, 2015-16, and 2016-17)		
11.	Scanned copy of undertaking that the firm/company/society has not been blacklisted by any Govt. or Semi Govt. / PSU organization in the last five years.		
12.	Scanned and certified copies of profit and loss statement and relevant audited balance sheets of last three financial years		
13.	Scanned copy of partnership deed in case of a partnership firm, memorandum and article of association and certificate of registration in case of Private/Public limited company or registered society		
14.	Scanned copy of Affidavit to the effect that the correct information has been furnished in the tender		
15	Scanned copy of solvency certificate is to be submitted		
16	Scanned copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be submitted		
17	Compliance Sheet for the technical Specification as per Annexure II(A), II(B), II(C)		
18	Annexure-III(A)- Bid letter		
19	Annexure-III (B)-Financial information Summary		
20	Annexure-III (C)- Details of Previous Experience		
21	Annexure-III (D)-Details of Multimedia Digital Content already developed by the bidder		
22	Annexure-III(E)-Undertaking regarding acceptance of implementation schedule and payment terms		
23	Annexure-III (F)-Checklist of the documents		
25	Annexure-IV-Format for financial bid		
26	Annexure V(A)-Consolidated cost sheet		

Annexure – IV – FORMAT FOR FINANCIAL BID

Package-I

Districts: KADAPA MUNICIPAL CORPORATION, KADAPA MUNICIPAL CORPORATION,

Sl. No.	Item	Number of Classrooms	Price (in INR) Per Classroom	Total Price
1	Cost per classroom including Hardware and necessary software with content licenses for all required items as per technical specifications mentioned in the Annexure II(A), II(B), II(C) with two year warranty .	73		
2	All Applicable Taxes			
	Sub Total			
3	AMC for Hardware and necessary software with content license with three years unconditional comprehensive maintenance and technical staff for project maintenance as per SLA.	73		
4	All Applicable Taxes			
	Grand Total			

Note: L1 will be decided based on the amount quoted for Grand Total (excluding Taxes) only.

Instructions to Bidder for Financial Bid

1. The Commissioner of Municipal Corporation Kadapa reserves exclusive rights to increase/decrease the quantities of equipment required, if any additional quantity required a separate PO will be issued.
2. Bidder has to quote price for the project with respect to total expenditure for each classroom as per Annexure II (A), II (B), II (C). Bidder has to quote the cost including two years warranty period for the complete items installed along with three years of comprehensive maintenance.
3. Bidder has to inspect site before quoting for project regarding requirements. They can do a site survey for better understanding the project requirements. ULB's or department official are not responsible for any additional accessories or equipment requirements.
4. Quoted price must be inclusive of all applicable taxes.
5. Physical damages and electrical burns will also cover under warranty.
6. No further claims to be entertained by the bidder once the number of classrooms is finalized.

7. Quoted price must be inclusive of two years solution warranty and three years unconditional comprehensive maintenance.
8. Technical Resource should be maintained by the bidder to ensure system operational as per SLA.
9. All the items should be quoted as per the technical specifications mentioned in the RFP document. Any deviations observed serious action will be taken and bidder will be blacklisted.

Date:

Name:_____

Company Seal:_____

Signature of the Authorized Person

Annexure – V – SERVICE LEVEL AGREEMENT

Service Level Agreement

Terms of the Service Level Agreement would be as under:

1. The supplied solution should be under two years free maintenance warranty.
2. Bidder guarantees that for the supplied solution faults/bugs or downtime should not exceed 3% averaged on a yearly basis for 8x6x52hours of operation
3. The permissible downtime of 3% will further be subject to maximum downtime of 72 hours at a stretch at any instance. The maximum time to repair (MTTR) to any complaint will not exceed 72 hrs. However, prior exception to the above MTTR/downtime shall be taken from The Commissioner of Municipal Corporation Kadapa on case-to-case basis.
4. During the warranty: In case the maximum time to repair supplied solution or downtime exceeds the above-mentioned duration (72 hrs) then penalty clause at clause 6 (a) below will be enforced. The same penalty clause will also be enforced in case the downtime exceeds the permissible total downtime as stated above at clause2
5. Penalty clause for non-conformance to above SLA:
If defects/bugs are not rectified with the specified period (i.e. 72 hours), as per Section-IV, point 21 – Penalty Clause
6. The Commissioner of Municipal Corporation Kadapa/ULB may deduct penalty amount from the due payments or from Performance Security as the case may be. In any case, if the complaint is not resolved within 5 days from the time of reporting of fault, the Performance Security submitted by the Bidder to The Commissioner of Municipal Corporation Kadapa/ULB shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and The Commissioner of Municipal Corporation Kadapa /ULB may terminate the contract. The Procuring Entity reserves the right to terminate maintenance and repairs contract, after warranty period any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.
7. The delay due to force majeure conditions, National Holidays, Sundays, Closure of site/non-accessible of site shall be excluded from the penalty subject to submission of notice/letter/document duly endorsed by concerned authorities.
8. The Downtime of the equipment starts from the time The Commissioner of Municipal Corporation Kadapa/ULB/customer complaint is logged in at the bidder's address (email IDs) as provided by the bidder for escalating complaints. Any delay in escalating a complaint shall be excluded from the availability calculations. Escalation matrix with time shall be provided by bidder.
9. Bidder should provide a satisfactory certificate duly signed and stamped by the user after completion of warranty period failing which performance guarantee will not be released till then.

ANNEXURE – VI – CONTRACT AGREEMENT FORM

Package-I

KADAPA MUNICIPAL CORPORATION, Y.S.R KADAPA DISTRICT

THIS AGREEMENT made on the Day of 2017 between The Commissioner of Municipal Corporation Kadapa/ULB of the one part and (Name of Successful bidder) and which expression shall mean and include unless repugnant to the context, its successor; and permitted assigns, a (state the type of contracting entity) body, having its principal office at _____

WHEREAS the Director of Municipal Administration, Guntur, AP have invited Bids for Supply, Installation & Commissioning of Virtual and Digital classroom Solution with Interactivity facility which includes supply, installation & commissioning of Hardware including, uploading/maintenance and up gradation of Educational Digital contents, networking and setting up of server, training to teachers, and onsite comprehensive warranty for two years in -----Schools and AMC for three years from the eligible firms /agencies/companies (Brief description of Goods and Services) and has accepted a bid by the Successful bidder for the supply, installation, commissioning of hardware/software and integration of Educational Digital Contents for Rs..... (Contract Price in Words and Figure) (Hereinafter called **“the Contract Price”**)

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE ULB----- AND THE SUCCESSFUL BIDDER..... AS FOLLOWS:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

Support services from the selected agency/firm/company would be required to Smart classrooms items on regular basis on all working days during working hours. No separate charges for delivery of goods would be paid by the office.

That the Hardware and software of Smart Classrooms shall be delivered and installed strictly within the implementation schedule specified in the tender document.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- a. the Bid document (RFP) and Annexures attached to RFP
- b. the Financial Bid submitted by the Bidders;
- c. the services/equipment shall be confirming with the quality and Specification given in the Scope of Work & Relevant Annexure
 - 1. General conditions
 - 2. Special conditions
 - 3. Undertakings

The Successful bidder shall be bound by the details furnished by him/her to The Commissioner of Municipal Corporation Kadapa/ULB while submitting the tender or at subsequent stage. Upon selection of the successful bidder, if at any stage, the document furnished by him/her is found to be false or the

quality of the equipment and services or rate are found of poor quality or different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and Performance Security shall be stand forfeited.

The rate quoted by the selected Successful bidder, and as approved by The Commissioner of Municipal Corporation Kadapa/ULB, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the period of contract, shall not be entertained at any stage.

In considerations of the payments to be made by the ULB to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the ULB to provide the goods and services and to remedy defects there in conformity in all respects with the provisions of the contract.

The ULB hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitrator or any officer appointed by him or her in this behalf, whose decision shall be final and binding on the parties.

Brief particulars of the goods and services which will be supplied/provided by the Successful bidder are as under:

Sl. No.	Brief description of Work awarded	Quantity to Be supplied	Rate	Total price	Delivery Terms

Total Value:

Delivery Schedule:

THIS AGREEMENT will take effect fromday ofTwo Thousand Seventeen and shall be valid for two years.

IN WITNESS WHEREOF, both the parties ULB and the SUCCESSFUL BIDDER have entered, their respective common seals to be here unto affixed/ (or have unto set their respective hands and seals) into this Agreement on the day of 2017 here at Guntur.

<p>For and on behalf of the 'Agency/firm/ company'</p> <p>Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the SaidNames on behalf of the "Authorized Signatory, of the firm / company "</p> <p>In the presence of Witness:..... Name:..... Address:.....</p>	<p>For and on behalf of the "The Commissioner of Municipal Corporation Kadapa /ULB"</p> <p>Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the SaidNames on behalf of the The Commissioner of Municipal Corporation Kadapa /ULB.....</p> <p>In the presence of Witness: Name: Address:.....</p>
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ANNEXURE – VII – BANK GUARANTEE FORMAT

(On Rs. 100/- non- judicial stamp paper)

In consideration of the Director of Municipal Administration/ULB (hereinafter called 'The Commissioner of Municipal Corporation Kadapa /ULB') having agreed to **M/s Firm name with address** (hereinafter called the said 'Successful bidder(s)') from the demand, under the terms and conditions of work order No. _____ Dated _____ made between The Commissioner of Municipal Corporation Kadapa/ULB and **M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfilment by the said Successful bidder(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Successful bidder(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by The Commissioner of Municipal Corporation Kadapa /ULB

We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from The Commissioner of Municipal Corporation Kadapa /ULB stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).

We undertake to pay to The Commissioner of Municipal Corporation Kadapa /ULB any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Successful bidder(s) shall have no claim against us for making such payment.

We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of The Commissioner of Municipal Corporation Kadapa/ULB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Successful bidder(s) and accordingly discharges this guarantee, or till 5 year & 6 months from the date of submission of bid whichever is earlier.

We, Bank name with address, further agree with The Commissioner of Municipal Corporation Kadapa/ULB have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Successful bidder(s) from time to time or to postpone for any time or from time to time ant of the powers exercisable by the Council against the said Successful bidder(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said Successful bidder(s) / Suppliers or for any forbearance, act or omission on the part of The Commissioner of Municipal Corporation Kadapa /ULB or any indulgence be The Commissioner of Municipal Corporation Kadapa /ULB to the said Successful bidder(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to change in the constitution of the bank or the Successful bidder(s).

We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of The Commissioner of Municipal Corporation Kadapa /ULB in writing.

This Guarantee shall be valid up to _____ unless extended on demand to be made by The Commissioner of Municipal Corporation Kadapa /ULB. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated the _____ day of _____ 2017__

For _____ f _____

(Indicate name of Bank)